Exhibit A



Notice of Service of Process

LDD / ALL

Transmittal Number: 30838311 Date Processed: 02/19/2025

Primary Contact: Tracy Adair

Tracy Adair AMERICAN AIRLINES, INC.

1 Skyview Dr Md 8B503

Fort Worth, TX 76155-1801

Entity: American Airlines, Inc.

Entity ID Number 4333094

Entity Served: American Airlines, Inc

Title of Action: Brett A Zwerdling vs. American Airlines, Inc

Matter Name/ID: Brett A Zwerdling vs. American Airlines, Inc (16920710)

Document(s) Type: Warrant in Debt

Nature of Action: Contract

Court/Agency: Henrico County General District Court, VA

Case/Reference No: N/A

Jurisdiction Served: Virginia

 Date Served on CSC:
 02/18/2025

 Answer or Appearance Due:
 03/31/2025

Originally Served On: CSC

How Served: Regular Mail

Sender Information: Zwerdling, Oppleman, Adams & Gayle

804-564-4593

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

WARRANT IN DEBT (CIVIL CLAIM FOR MONEY)	CASE NO.	HEARING DATE
Commonwealth of Virginia VA. CODE § 16.1-79	ZWERDLING, BRETT, A	AND TIME
HENRICO COUNTY General District Court	PLAINTIFF(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)	
CITY OR COUNTY	LEIVA, DEBORA, L	
(Civil Division) 4309 E Parham Road, Henrico, VA 23228	ADDRESS	03/31/2025 AT
STREET ADDRESS OF COURT	1702 Treboy Avenue	10:30 AM
TO ANY AUTHORIZED OFFICER: You are hereby commanded to summons the Defendant(s).	Richmond, VA 23226	
• •	v.	
TO THE DEFENDANT(S): You are summoned to appear before this Court at the above address on MARCH 31, 2025 at 10:30 a.m.	AMERICAN AIRLINES, INC	
return date and time to answer the Plaintiff(s)' civil claim (see below)	DEFENDANT(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)	
RETURN DATE AND THE	c/o Corporation Service Company, Registered Agent	
DATE ISSUED [] CLERK [] DEPUTY CLERK [] MAGISTRATE	100 Shockoe Slip Fl 2, Richmond, VA 23219-4100	
CLAIM: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of	SERVE: CITY OF RICHMOND	
\$ 25,000.00 net of any credits, with interest at		1
\$ 64.00 costs and \$ attorney's fees with the basis of this claim being	WARRANT IN DEBT	
[] Open Account [] Contract [] Note [X] Other (EXPLAIN)		
Breach of Contract, Gross Negligence, Intentional Infliction of Emotional Distress, Negligent Damage to Personal Property, Willful Misconduct,	TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered	
	against you. See the additional notice of the reverse	JUDGMENT PAID OR
HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [X] cannot be demanded	about requesting a change of trial location.	SATISFIED PURSUANT
2/11/2025 Box Olevers Juin	[] To dispute this claim, you <u>must</u> appear on the return date to try this case.	TO ATTACHED NOTICE OF SATISFACTION.
DATE PLAINTIFF X PLAINTIFF'S ATTORNEY DEAINTIFF'S EMPLOYEE/AGENT	[x] To dispute this claim, you must appear on the return	
CASE DISPOSITION	date for the judge to set another date for trial.	DATE
JUDGMENT against [] named Defendant(s) []	Dill of Doutionland	
$oldsymbol{arphi}$	Bill of Particulars ORDERED DUE	CLERK
for \$		
of until paid, \$ costs and \$ attorney's fees	Grounds of Defense ORDERED DUE	
[] and \$ costs for Servicemember Civil Relief Act counsel fees		DISABILITY
HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [] CAN NOT BE DEMANDED	ATTORNEY FOR PLAINTIFF(S)	ACCOMMODATION for loss of hearing,
	Brett Alexander Zwerdling (pro se) and counsel for Debora	vision, mobility, etc.,
[] JUDGMENT FOR [] NAMED DEFENDANT(S) []	Leiva, 804-564-4593 bzwerdling@zandolaw.com	contact the court ahead of time.
[]NON-SUIT []DISMISSED	ATTORNEY FOR DEFENDANT(S)	
Defendant(s) Present: [] NO [] YES		
(, [] []		
DATE:		
DATE JUDGE		J

RETURNS: Each defendant was served according to law, as indicated below, unless not found.

NAME Corporation Service Company, Registered Agent	NAME
for American Airlines, Inc.	
ADDRESS 100 Shockoe Slip Fl 2, Richmond, VA 23219-4100	ADDRESS
SERVE: CITY OF RICHMOND	
[] PERSONAL SERVICE Tel. No. (866) 403-5272	[] PERSONAL SERVICE No.
Being unable to make personal service, a copy was delivered in the following manner:	Being unable to make personal service, a copy was delivered in the following manner:
Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.	[] Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.
Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)	Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)
Served on Secretary of the Commonwealth	Served on Secretary of the Commonwealth
[] NOT FOUND SERVING OFFICER	[] NOT FOUND SERVING OFFICER
for	for

OBJECTION TO VENUE:

To the Defendant(s): If you believe that Plaintiff(s) should have filed this suit in a different city or county, you may file a written request to have the case moved for trial to the general district court of that city or county. To do so, you must do the following:

- 1. Prepare a written request which contains (a) this court's name, (b) the case number and the "return date" as shown on the other side of this form in the right corner, (c) Plaintiff(s)' name(s) and Defendant(s)' name(s), (d) the phrase "I move to object to venue of this case in this court because" and state the reasons for your objection and also state in which city or county the case should be tried, and (e) your signature and mailing address.
- 2. File the written request in the clerk's office before the trial date (use the mail at your own risk) or give it to the judge when your case is called on the return date. Also send or deliver a copy to plaintiff.
- 3. If you mail this request to the court, you will be notified of the judge's decision.

NAN	И Е	
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[]	PERSONAL SERVICE	Tel. No.
	Being unable to make delivered in the follo	ce personal service, a copy was
[]	sojourner or guest) a of abode of party na information of its pu	member (not temporary age 16 or older at usual place med above after giving arport. List name, age of on of recipient to party named
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LJ		nin entrance of usual place of above. (Other authorized
11	abode, address listed recipient not found.)	nin entrance of usual place of above. (Other authorized
[]	abode, address listed recipient not found.)	ain entrance of usual place of di above. (Other authorized
[] []	abode, address listed recipient not found.) Served on Secretary NOT FOUND	ain entrance of usual place of di above. (Other authorized

named therein at the a	a copy of this document to the defendant address shown therein on
2/13/2	& Brown Down
DATE	Plaintiff
	[X] Plaintiff's Atty.
	Plaintiff's Agent
Fi. Fa. issued on	
	on:
Interrogatories issued	



Adams & Gayle

ZWERDLING, OPPLEMAN, ADAMS & GAYLE MONUMENT CORPORATE CENTRE 5020 MONUMENT AVENUE RICHMOND, VIRGINIA 23230-3632

RETURN SERVICE REQUESTED

TICHMOND VAZREDC 230 US POSTAGE MIPITNEY BOWES

14 FEB 2025 PM 6 11 12 2025

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0006026226 FEB 13 2025

Page 5 of 99 PageID# 12

American Airlines, Inc. c/o Corporation Service Company, Registered Agent 100 Shockoe Slip, Fl 2 Richmond, VA 23219-4100

Filed 05/08/25



Notice of Service of Process

LDD / ALL

Transmittal Number: 30937772 Date Processed: 03/05/2025

Primary Contact: Tracy Adair

Tracy Adair AMERICAN AIRLINES, INC.

1 Skyview Dr Md 8B503

Fort Worth, TX 76155-1801

Entity: American Airlines, Inc.

Entity ID Number 4333094

Entity Served: American Airlines, Inc

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Document(s) Type: Warrant in Debt

Nature of Action: Contract

Court/Agency: Henrico County General District Court, VA

Case/Reference No:Not shownJurisdiction Served:VirginiaDate Served on CSC:03/04/2025Answer or Appearance Due:03/31/2025

Originally Served On: CSC

How Served: Personal Service

Sender Information: Brett Alexander Zwerdling

804-564-4593

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

WARRANT IN DEBT (CIVIL CLAIM FOR MONEY) Commonwealth of Virginia VA. CODE § 16.1-79	CASE NO. ZWERDLING, BRETT, A	HEARING DATE AND TIME
HENRICO COUNTY General District		
CITY OR COUNTY	LEIVA, DEBORA, L	
(Civil Division) 4309 E Parham Road, Henrico, VA 23228	ADDRESS	03/31/2025 AT
STREET ADDRESS OF COURT	1702 Treboy Avenue	10:30 AM
TO ANY AUTHORIZED OFFICER: You are hereby commanded to summons the Defendar	Dishmand VA 2222C	
TO THE DEFENDANT(S): You are summoned to appear before this Court at the above add	· ·	
MARCH 31, 2025 at 10:30 a.m. to answer the Plaintiff(s)' civil claim	AMERICAN AIRI INES INC	
RETURN DATE AND TIME	m (see below) DEFENDANT(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)	
	c/o Corporation Service Company, Registered Agent	
DATE ISSUED [] CLERK [] DEPUTY CLERK [] MAGI	STRATE 100 Shockoe Slip Fl 2, Richmond, VA 23219-4100	
CLAIM: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of	SERVE: CITY OF RICHMOND	
\$ 25,000.00 net of any credits, with interest at	until naid	
\$ 64.00 costs and \$ attorney's fees with the basis of this claim		
[] Open Account [] Contract [] Note [X] Other (EXPLAIN)		
Breach of Contract, Gross Negligence, Intentional Infliction of Emotional Distress, Negligent Da Personal Property, Willful Misconduct,	however, if you fail to appear, judgment may be entered	HID CAN TO VITE DAVID ON
LIOMESTEAD EVENDTION WAIVEDS [] VES [] NO [64]	against you. See the additional notice of the reverse about requesting a change of trial location.	JUDGMENT PAID OF SATISFIED PURSUAN
HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [X] cannot be demanded		TO ATTACHED NOTIC
2/11/2025 DATE BUILDOUGH APPLAINTIFF'S ATTORNEY TELAINTIFF'S EMP	date to try this case.	OF SATISFACTION.
A PLAINTIFF SATIORNEY PRAINTIFF SEMP	[A] To dispute this claim, you must appear on the return	
CASE DISPOSITION	date for the judge to set another date for trial.	DATE
JUDGMENT against [] named Defendant(s) []	Bill of Particulars	CLERK
for \$	ORDERED DUE	CDERK
of until paid, \$ costs and \$	attorney's fees Grounds of Defense	
	ORDERED DUE	DISABILITY
[] and \$ costs for Servicemember Civil Relief Act counsel fees		ACCOMMODATION
HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [] CAN NOT BE DEMAN	DED ATTORNEY FOR PLAINTIFF(S)	for loss of hearing,
[] JUDGMENT FOR [] NAMED DEFENDANT(S) []	Brett Alexander Zwerdling (pro se) and counsel for Debora	vision, mobility, etc., contact the court ahea
	Leiva, 804-564-4593 bzwerdling@zandolaw.com	of time.
[]NON-SUIT []DISMISSED	ATTORNEY FOR DEFENDANT(S)	}
Defendant(s) Present: [] NO [] YES		
DATE JUDGE	_	
FORM DC-412 (FRONT) 19/22	<u> </u>	J

RETURNS: Each defendant was served according to law, as indicated below, unless not found.

NAME Corporation Service Company, Registered Agent	NAME
for American Airlines, Inc.	
ADDRESS 100 Shockoe Slip Fl 2, Richmond, VA 23219-4100	ADDRESS
SERVE: CITY OF RICHMOND	
Tel. No. (866) 403-5272	Tel. No.
Being unable to make personal service, a copy was delivered in the following manner:	Being unable to make personal service, a copy was delivered in the following manner:
[] Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.	[] Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.
[] Posted on front door or such other door as appears to be the main entrance of usual place of abode; address listed above. (Other authorized recipient not found.)	[] Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)
Served on Secretary of the Commonwealth	[] Served on Secretary of the Commonwealth
SERVING OFFICER	[] NOT FOUND SERVING OFFICER
for	for
OBJECTION TO VENUE: To the Defendant(s): If you believe that Plaintiff(s) should have written request to have the case moved for trial to the general	we filed this suit in a different city or county, you may file a

following:

- 1. Prepare a written request which contains (a) this court's name, (b) the case number and the "return date" as shown on the other side of this form in the right corner, (c) Plaintiff(s)' name(s) and Defendant(s)' name(s), (d) the phrase "I move to object to venue of this case in this court because" and state the reasons for your objection and also state in which city or county the case should be tried, and (e) your signature and mailing address.
- 2. File the written request in the clerk's office before the trial date (use the mail at your own risk) or give it to the judge when your case is called on the return date. Also send or deliver a copy to plaintiff.
- 3. If you mail this request to the court, you will be notified of the judge's decision.

NAME		
Tel. No.		
Being unable to make personal service, a copy was delivered in the following manner:		
[] Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.		
[] Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)		
Served on Secretary of the Commonwealth		
[] NOT FOUND SERVING OFFICER		
for		

		y of this document to the defendants is shown therein on
2/13	کـــــــــــــــــــــــــــــــــــــ	Basil Junes
DATE		X Plaintiff X Plaintiff's Atty.
		Plaintiff's Agent
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	issued and	
Interrogatories	issued on: .	

VIRGINIA:

IN THE HENRICO COUNTY GENERAL DISTRICT COURT

, , , , , , , , , , , , , , , , , , ,	
and) Case No.: G	V25003362-00
DEBORA L. LEIVA Plaintiffs,) Trial: July 1	17, 2025 at 1:30 pm
v.)	
AMERICAN AIRLINES, INC.	
Defendant.	

BILL OF PARTICULARS

COME NOW your plaintiffs, Brett A. Zwerdling, pro se, and Debora L. Leiva, by counsel ("hereinafter "Plaintiffs"), and for their Bill of Particulars as against American Airlines, Inc. ("Defendant") states as follows:

- Plaintiff Brett A Zwerdling ("Zwerdling") is an individual residing and employed in Henrico County, Virginia.
- 2. Plaintiff Debora L. Leiva ("Leiva") is a citizen of Argentina and, having entered the United States lawfully, is a student in California.
- 3. The Defendant American Airlines, Inc. (hereinafter "AA") is a commercial airline authorized to do business in the Commonwealth of Virginia bearing State Corporation Commission Entity ID: F0048514.

- Qatar Airways Group Q.C.S.C Corporation (hereinafter "Qatar") is a commercial airline authorized to do business in the Commonwealth of Virginia bearing State Corporation Commission Entity ID: F1675067.
- On May 21, 2024 Zwerdling purchased an airline ticket for Leiva for travel from
 Thailand to the United States with AA, wherein the operating agent / carrier would be
 Qatar.
- Confirmation codes were issued for each airline as follows: AA: KRADVA; QATAR:
 2DLPCA.
- 7. The confirmation and receipt email to Zwerdling for the above purchase with AA is attached as <u>EXHIBIT A</u>.
- 8. Trip change confirmation emails to Zwerdling are attached as follows:

EXHIBIT B: 7/11/24 email from AA

EXHIBIT C: 7/22/24 email from Qatar

- 9. AA, the Contracting Carrier who issued the ticket, may be held liable for injuries or damages caused by a partner carrier, the Actual Carrier, under the Montreal Convention treaty for international flights.
- 10. AA admits liability for acts made by Quatar as expressed above in Paragraph 9 under the Montreal Convention treaty on its own website, a copy of which is attached as <u>EXHIBIT</u>
 <u>D</u>.

- 11. Leiva's flight was redirected several times resulting in a delayed landing at approximately 6:00pm on July 24, 2024 at Dulles International Airport ("IAD").
- 12. The final leg was actually either between Rome, Italy or Athens, Greece, no representative being able to tell Leiva where she had landed, but an ITA (Italian Airlines) flight number ITA 618 was generated. Somehow.
- 13. After negotiating customs, she waited several hours for her baggage to arrive in the customs luggage room / carrousel, however it never arrived and no employees in that area could offer any assistance.
- 14. Leiva after about 3 hours left customs and entered the arrivals floor of IAD to meet Zwerdling.
- 15. While still at IAD, Zwerdling reported the missing bags to AA, Qatar, and U.S. Customs (in person). Thereafter, they returned to Zwerdling's home in Richmond, Virginia. He requested the 2 bags be flown to Richmond International Airport or delivered to his home address in Richmond.
- 16. The two missing bags belonging to Leiva bore bag numbers 157674324 first bag number and 157674325 second bag number.
- 17. The flight ticket numbers were as follows:

Airfare Ticket Number 0012157890735 Booked through American Airlines Partner Carrier: Qatar Airways Qatar E-Ticket Number 001-2157890735

- 18. On or about July 24, 2024 or July 25, 2024, Zwerdling did attempt to file a missing baggage claim and complaint on AA's website, but was prevented from submitting the online form as no missing baggage locator number had been issued and attempts to obtain one online were returned as "error."
- 19. Zwerdling and Leiva both individually called AA and Qatar at least 5 times receiving only cancelled calls and inability to obtain a missing baggage number.
- 20. On July 26, 2024 at or about 2:00pm, and utilizing information on the Qatar website regarding lost or delayed baggage, Zwerdling called 877-777-2827 and reached a Qatar baggage agent. The agent told Zwerdling the 2 bags were being flown from Doha to IAD as we were speaking. His words were, "...they are in the air..." Zwerdling expressed the importance of the bags and the intense anxiety and stress caused by the inability to obtain a lost bag number or location of the bags.
- 21. On July 27, 2024, Zwerdling did engage Qatar through its online live messaging system as IOS User 129820808 wherein, after 2 hours of "chatting" the chat agent reported it could not issue a bag tracking number. He further advised the bags actually were not sent to IAD and that they were still in Doha. Extreme distress was conveyed in the chat by Zwerdling.
- 22. Zwerdling pleaded with the chat agent for a lost bag claim number, but the agent abruptly ended the chat. This was willful and a reasonable person would conclude that the agent knew abruptly ending the chat after such distress was conveyed would only cause the Plaintiffs more anguish.

- 23. A transcript of the chat provided by Qatar to Zwerdling via email is attached as EXHIBIT <u>E</u>.
- 24. Zwerdling and Leiva at this point were profoundly stricken with stress and insomnia as the contents of the two bags were quite literally all of Leiva's worldly possessions, most of which of a religious nature.
- 25. The cause of the stress, anguish and distress was directly caused by the willful and knowing acts of Qatar.
- 26. On July 27, 2024 at 12:17pm Zwerdling emailed AA at its Central Baggage Resolution email address begging for help. A copy of the email and responses are attached EXHIBIT F.
- 27. On July 28, 2024, Zwerdling called a number given to him by Qatar which was purportedly the Oatar baggage office at IAD. After almost 8 minutes with both Zwerdling and Leiva speaking to the agent, no lost bag number could be issued and another number was given to them.
- 28. Emails between Zwerdling and AA from July 28 and July 30, 2024 are attached as EXHIBIT G with further desperate communications to try to locate and retrieve the bags resulting in the creation of an AA bag code of AA-24ZWERDLING-H33V28-P06T.
- 29. On July 28, 2024 at 9:45pm, Zwerdling live chatted and then called American Airlines Main Line, waited 5 minutes on hold, the agent transferred him to International Baggage, and he waited 10 minutes. The agent, Elizabeth, could not locate the bags using the AA or Qatar confirmation codes, or the baggage numbers, our names, or the ticket numbers. She told Zwerdling to contact Oatar because they have no authority to intervene at IAD.

Case 3:25-cv-00351-REP

- 30. Zwerdling called Qatar again and said we cannot get the bags at IAD, cannot send a courier to pick them up if they were there, that they do not know how to ship the bags to Richmond, and that Oatar does not store baggage in their arrival level office. Zwerdling was told they never store luggage in that office. Then the Qatar agent gave Zwerdling a found bag code: QR674324.
- 31. Qatar from that point refused to take Zwerdling or Leiva's calls, emails, or chats live requests causing more stress, anxiety, distress, and insomnia.
- 32. On July 29, 2024 at 9:44pm, Zwerdling received an email from Qatar stating we could now come to their office and collect the bags and gave office hours, daily, of 9am - 9pm EST. Said email is attached as EXHIBIT H.
- 33. Thereafter on July 29, 2024, Plaintiff's did travel to IAD and stayed overnight at Embassy Suites near IAD so as to be in the airport at 9:00am the next morning.
- 34. On July 30, 2024 at 9:06am, Plaintiffs did arrive at the Qatar baggage office at IAD only to find that it was closed despite repeated knocking and asking Qatar employees that happened to be walking by (who did not know).
- 35. Plaintiffs were directly lied to by Qatar regarding office hours.
- 36. Thereafter Zwerdling went to the Departure level and announced that all activity in all Oatar lines stop immediately and further demanded to entire ticket counter (5 active lines) that within 5 minutes, the office downstairs with the baggage needed to be opened.

- 37. 4 minutes and 45 seconds thereafter a Qatar counter agent jumped over the counter, ran downstairs with Zwerdling following, and opened the office which was filled with baggage.
- 38. Oatar agents willfully and recklessly lied to and intentionally deceived Plaintiffs in making statements concerning no baggage was ever held in the Qatar arrivals level office at IAD.
- 39. The two missing bags were found almost immediately as they were directly behind the office door.
- 40. The two missing bags were damaged; a video of the damage in real time being recorded by Zwerdling. Zwerdling is unclear this time how to submit the video recording as an Exhibit and requests guidance forthwith.
- 41. Website pages from AA and (by referral of AA) Qatar obtained by website links contained in EXHIBIT B, and on the AA website with information concerning delayed or damaged baggage, partner airline policies, and Qatar's Conditions of Carriage are attached as EXHIBIT I.
- 42. Plaintiff's suffered actual and tortious damages as a result of the above experience and allege the following legal theories for recovering up to the jurisdiction amount of this Court. Defendant means AA as liable through the acts of Qatar.

BREACH OF CONTRACT

43. Plaintiffs allege Defendant did willfully breach the terms of the Carriage Policies and Agreement and, as a result, Plaintiff's are rightfully entitled to a full refund of all airline

and baggage charges, taxes, fees, etc. as they were not afforded the consideration promised in the carriage contract and policies.

CLAIMS PURSUANT TO THE MONTREAL CONVENTION

44. Plaintiffs claim for actual damages suffered by Plaintiffs for breach of contract, gross negligence and deceitful practices pursuant to the Montreal Convention in the amount of \$2,295.33 (account of damages and additional statements attached as EXHIBIT J), and compensatory damages caused by the Defendant's intentional infliction of emotional distress and willful and wanton negligence and deceitful practices in the amount of \$25,000.00.

FRAUD

- 45. Defendant did intentionally mislead Plaintiffs causing Plaintiffs' actual damages and pain and suffering through lies and deceit.
- 46. The above misrepresentations were of material facts significant enough to cause the so stated injuries and damages.
- 47. The Defendant knew the statements it made were false. This knowledge provides proof intentional misrepresentation or at least a reckless disregard for the truth.
- 48. Plaintiffs assert Defendant intended to deceive Plaintiffs.
- 49. Plaintiffs reasonably relied on the Defendant's statements and assurances which were broken and caused great distress to them.
- 50. The above actions of Defendant and/or its agent were made in bad faith.

- 51. Plaintiff alleges and requests punitive damages based on fraud: intentional misrepresentation and bad faith practices resulting in harm to the Plaintiff.
- 52. Plaintiffs seek actual and punitive damages in the amount of \$25,000.00.

VIOLATIONS OF THE VIRGINIA CONSUMER PROTECTION ACT

53. Plaintiffs were willfully deceived by Defendant causing actual damages in the amount of \$2,295.33. This constitutes a violation of Virginia Code Sections 59.1-196 through 207. Plaintiffs are entitled to treble damages pursuant to Virginia Code Section 59.1-204 in the amount of at least \$6,885.99.

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

- 54. As allowed by the Montreal Convention, Defendant did intentionally and recklessly acted knowing such acts and conduct would likely result in distress to the Plaintiffs.
- 55. Defendant's conduct was so outrageous and intolerable that it offends generally accepted standards of decency and morality.
- 56. Defendant's actions directly caused the emotional distress suffered by Plaintiffs.
- 57. The emotional distress suffered by Plaintiffs was severe and no reasonable person would be expected to endure the same treatment.
- 58. Plaintiffs seek compensatory damages in the amount of \$25,000.00

WILLFUL AND WANTON NEGLIGENCE

Document 1-2

- 59. As allowed by the Montreal Convention, Defendant did undertake willful and wanton conduct towards Plaintiffs with reckless indifference to the consequences and they knew the conduct would probably cause injury to Plaintiffs.
- 60. Defendant's above stated conduct did, in fact, cause great injury and suffering to Plaintiff's in addition to actual damages.
- 61. Punitive and actual damages are therefore requested by Plaintiffs in the amount of \$25,000.00.

WHEREFORE, Plaintiff seeks an award for actual, compensatory, and punitive damages via Judgment as against the Defendant for above stated theories in an amount not to exceed \$25,000.00, plus court costs of \$64.00, the legal interest rate from the date of judgement, credit card interest incurred by Plaintiff Zwerdling through the date of trial, and such other relief as this Court deems appropriate.

Plaintiffs reserve the right to amend the Bill of Particulars based upon any newly discovered information relevant to this case or for corrective reasons.

Insofar as the exhibits to the Bill of Particulars satisfies Defendant's cravings as stated in its Motion Craving Over; Plaintiffs would suggest the Motion is now moot.

Respectfully Submitted,

exander Zwerdling

Pro Se

And

Debora Leiva by Counsel

Brett Alexander Zwerdling, VBN 39569 Zwerdling, Oppleman, Adams & Gayle 5020 Monument Avenue Richmond, VA 23230 (804) 355-5719 Fax (804) 355-1597 bzwerdling@zandolaw.com

Certificate of Service

I hereby certify that on April 21, 2025 a true copy of the foregoing, including exhibits, was served to Defendant's counsel via first class U.S. mail to:

American Airlines, Inc. c/o Kenneth S. Nankin, Esquire Nankin Law LLC 700 King Farm Blvd, Suite 550 Rockville, MD 20850

and via email ksn@nankin.com

11

Gmail - Your trip confirmation (BKK - IAD)





Your trip confirmation (BKK - IAD)

2 messages

American Airlines <no-reply@info.email.aa.com>
To: BRETTZWERDLING@gmail.com

Tue, May 21, 2024 at 8:37 PM



Your trip confirmation and receipt

American confirmation code: KRADVA

Qatar Airways confirmation code: 2DLPCA

Wednesday, July 17, 2024

BKK Bang

Bangkok 8:00 PM

DOH Doha

11:00 PM

Thursday, July 18, 2024

٠.

DOH Doha 1:20 AM

IAD Washington Dulles 8:45 AM

0

AA 8240

Operated by Qatar Airways

Seat:

Class: Economy (V)

Meals: Meals

AA 8122

Operated by Qatar

Airways

Seat:

Class: Economy (V)

Meals: Meals

Manage your trip

Earn 15,000 bonus miles*
Plus no annual fee. Terms Apply.
Learn more



Your purchase

Debora Leiva

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New ticket (0012143358891)

[\$584.00 + Taxes & carrier-imposed fees \$273.80]

\$857.80

Total cost \$857.80

Your payment

MasterCard (ending 8006) \$857.80

\$857.80 Total paid

Bag information

Checked Bag (Airport)

BKK - IAD

1st bag No charge

2nd bag \$100.00

BKK - IAD

Maximum dimensions: 62 inches or 158 centimeters calculated as (length + width + height)

Maximum weight: 50 pounds or 23 kilograms

For information regarding American Airlines checked baggage policies, please visit: Bag and optional fees

Bag fees apply at each Check-in location. Additional allowances and/or discounts may apply. Bag and optional fees

If your flight is operated by a partner airline, see the other airline's website for carry-on and checked bag policies.

Carry-on bags (American Airlines)

Includes purse, briefcase, laptop bag, or similar item that 1st carry-on must fit under the seat in front of you.

Maximum dimensions not to exceed: 22" long x 14" wide x 2nd carry-on 9" tall (56 x 35 x 23 cm).







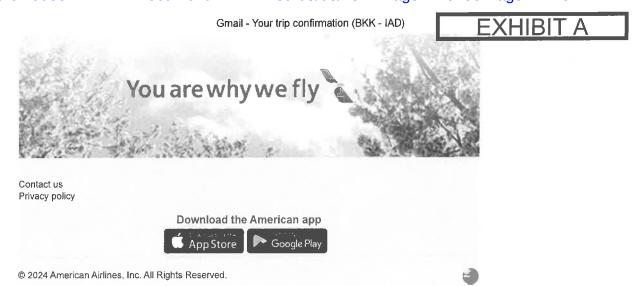


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Some everyday products. like e-cigarettes and aerosol spray starch, can be dangerous when transported on the aircraft in carry-on and/or checked baggage. Changes in temperature or pressure can cause some items to leak. generate toxic fumes or start a fire. Carriage of prohibited items may result in fines or in certain cases imprisonment. Please ensure there are no forbidden hazardous materials in your baggage like:

Some Lithium batteries (e.g. spares in checked baggage. batteries over a certain size). Explosives / Fireworks. Strike anywhere matches/ Lighter fluid, Compressed gases / Aerosols Oxygen bottles/ Liquid oxygen, Flammable liquids, Pesticides/ Poison, Corrosive material.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage, spare lithium batteries for most consumer electronic devices in carry-on baggage, and certain smoking materials carried on your person.

Certain items are required to be carried with you onboard the aircraft. For example, spare lithium batteries for portable electronic devices, cigarette lighters and e-cigarettes must be removed from checked or gate-checked baggage and carried onboard the aircraft. However, e-cigarettes may not be used on-board the aircraft.

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brettzwerdling@gmail.com>
To: vidyasanah@gmail.com

Tue, May 21, 2024 at 8:48 PM

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Date: Tue, May 21, 2024 at 8:37 PM Subject: Your trip confirmation (BKK - IAD) To: <BRETTZWERDLING@gmail.com>



Your trip confirmation and receipt

American confirmation code: KRADVA

Qatar Airways confirmation code: 2DLPCA

Wednesday, July 17, 2024

BKK
Bangkok
8:00 PM

DOH Doha 11:00 PM AA 8240

Operated by Qatar Airways

Seat:

Class: Economy (V)
Meals: Meals

Manage your trip

Gmail - Your trip confirmation (BKK - IAD)



American confirmation code: KRADVA

Qatar Airways confirmation code: 2DLPCA

Thursday, July 18, 2024

DOH Doha 1:20 AM

AA 8122
Operated by Qatar
Airways

IAD Seat:

Washington Dulles Class: Economy (V) 8:45 AM Meals: Meals

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Debora Leiva

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New ticket (0012143358891) \$857.80

[\$584.00 + Taxes & carrier-imposed fees \$273.80]

Total cost \$857.80

Your payment

MasterCard (ending 8006) \$857.80

Total paid \$857.80

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BKK - IAD

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2nd bag \$100.00

BKK - IAD

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2 messages

American Airlines <no-reply@info.email.aa.com>
To: BRETTZWERDLING@gmail.com

Thu, Jul 11, 2024 at 12:55 PM



Your trip confirmation and receipt

American confirmation code: KRADVA

Qatar Airways confirmation code: 2DLPCA

Tuesday, July 23, 2024

BKK Bangkok 9:05 PM

> DOH Doha 12:05 AM

A Flight arrives Wednesday July 24, 2024

Wednesday, July 24, 2024

DOH
Doha
1:20 AM

IAD Washington Dulles 8:45 AM AA 8161

Operated by Qatar Airways

> Seat: 39C Class: (H) Meals: Meals

AA 8122 Operated by Qatar

Airways

Seat: 16A
Class: (H)
Meals: Meals

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Debora Leiva

Join the AAdvantage[®] Program New ticket (0012157890735)

Your payment

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Flight Credit (ending 8891) MasterCard (ending 8006)

\$857.80 \$355.00

Bag information

Checked Bag (Airport)

1st bag No charge 2nd bag \$100.00

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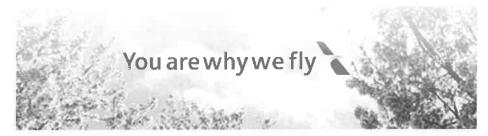


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Brett Zwerdling
 brettzwerdling@gmail.com>
To: vidyasanah@gmail.com

Thu, Jul 11, 2024 at 1:00 PM

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Date: Thu, Jul 11, 2024 at 12:55 PM Subject: Your trip confirmation (BKK - IAD) To: <BRETTZWERDLING@gmail.com>



Your trip confirmation and receipt

American confirmation code: KRADVA

Qatar Airways confirmation code: 2DLPCA

Tuesday, July 23, 2024

BKK
Bangkok
9:05 PM

DOH

Doha

12:05 AM

AA 8161 Operated by Qatar

Airways

Seat: 39C Class: (H) Meals: Meals

Manage your trip

Gmail - Your trip confirmation (BKK - IAD)



American confirmation code: KRADVA Qatar Airways confirmation code. 2DLPCA

Wednesday, July 24, 2024

DOH Doha 1:20 AM

AA 8122 Operated by Qatar

Airways

IAD Washington Dulles 8:45 AM

Seat: 16A Class: (H) Meals: Meals

Manage your trip

Your purchase

Debora Leiva

Join the AAdvantage® Program New ticket (0012157890735)

Your payment

\$857.80 Flight Credit (ending 8891) \$355.00 MasterCard (ending 8006)

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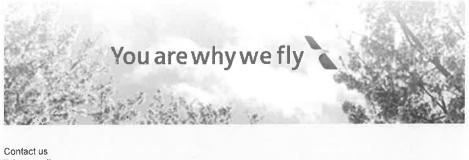


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4/21/25, 1:04 AM

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4/21/25, 1:06 AM

Gmail - 2DLPCA Qatar Airways - Passenger details change confi





Brett Zwerdling

brettzwerdling@gmail.com>

2DLPCA Qatar Airways - Passenger details change confirmation

2 messages

QR ebooking <ebooking@qatarairways.com.qa> To: brettzwerdling@gmail.com

Mon, Jul 22, 2024 at 9:40 PM

Qatar Airways

Changes to passenger details



Booking reference (PNR) - 2DLPCA

The passenger details associated with your booking have been changed.

You can review your updated booking information below.

We recommend that you make a note of the booking reference (PNR) or print this email to carry with you.



Passenger details

🕟 This symbol indicates that the airline has confirmed your request. If your request is not confirmed within 24 hours, please contact us directly.

Bangkok \rightarrow	Washington D.C.			
E-ticket	Flight	Class	Seat	Meal preference
Debora Leiva 001-2157890735	AA 8161 AA 8122	ECONOMY ECONOMY	39C 🕢 - 16A 🔗	No preference No preference

Passenger contact details

Your e-mail address : brettzwerdling@gmail.com

Mobile number: +1-2523500301





Checked baggage

Document 1-2 File

Filed 05/08/25

Page 39 of 99 PageID# 46

4/21/25, 1:06 AM

Gmail - 2DLPCA Qatar Airways - Passenger details change confi



Tue, 23 Jul 2024

21:05

Bangkok,Suvarnabhumi International Airport Thailand (L)

(

7h 0 m

Wed. 24 Jul 2024

00:05

Doha,Hamad International Airport Qatar AA 8161

Boeing 777-200/300
Operated by: Qatar Airways

ECONOMY(H)

Not included

Connection time: 1h 15 m

Wed, 24 Jul 2024

01:20

Doha, Hamad International Airport Qatar (5)

15h 25 m Wed, 24 Jul 2024

08:45

Washington D.C.,Dulles International Airport United States of America AA 8122

Boeing 777-200/300
Operated by: Qatar Airways

ECONOMY(H)

Not included

Purchase conditions

- · Note that some seat and meal options are not offered on all flights.
- Fares can change at any time, please confirm your booking as soon as possible.
- · Specific rules and restrictions may apply to this fare.
- Taxes are included in the price displayed. However, please note that in certain cases, local airport taxes will be collected at the time of check-in.

Important information

We have partnered with leading travel industry service providers, allowing you to conveniently book services which complement your booking on our website. Please read the terms and conditions when booking partner services. Payments may be processed by the provider according to the applicable terms and conditions. Customers can contact the service provider directly for additional special requests, modifications or cancellations. This also applies to modifications or cancellations caused by changes or disruptions to your flight itinerary or similar unforeseen circumstances. Qatar Airways has no influence on the rates, or on the terms and conditions offered by our partners, and we are not responsible for these services.

Please do not reply to this message. For customer support, visit qatarairways.com/help.

Email.html 24K

QR ebooking <ebooking@qatarairways.com.qa> To: brettzwerdling@gmail.com

Mon, Jul 22, 2024 at 11:13 PM

4/21/25, 1:06 AM

Gmail - 2DLPCA Qatar Airways - Passenger details change confi



Qatar Airways

Changes to passenger details

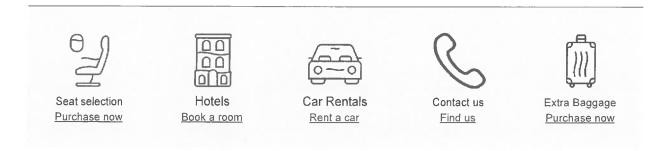


Booking reference (PNR) - 2DLPCA

The passenger details associated with your booking have been changed.

You can review your updated booking information below.

We recommend that you make a note of the booking reference (PNR) or print this email to carry with you.



Passenger details

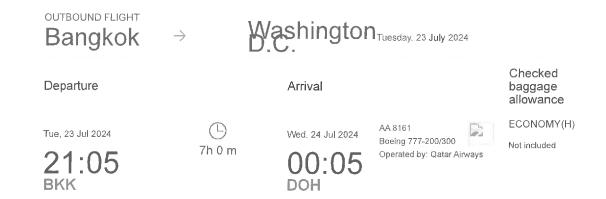
This symbol indicates that the airline has confirmed your request. If your request is not confirmed within 24 hours, please contact us directly.

Bangkok $ ightarrow$	Washington D.C.			
E-ticket	Flight	Class	Seat	Meal preference
Debora Leiva 001-2157890735	AA 8161 AA 8122	ECONOMY ECONOMY	39C ⊘ - 16A ⊘	No preference No preference

Passenger contact details

Your e-mail address : brettzwerdling@gmail.com

Mobile number: +1-8045644593



Case 3:25-cv-00351-REP

Document 1-2

Filed 05/08/25

Page 41 of 99 PageID# 48

4/21/25, 1:06 AM

Bangkok, Suvarnabhumi International Airport Thailand Gmail - 2DLPCA Qatar Airways - Passenger details change confi

EXHIBIT C

Doha,Hamad International Airport Qatar

Connection time: 1h 15 m

Wed, 24 Jul 2024

01:20

Doha,Hamad International Airport Qatar (1)

15h 25 m Wed, 24 Jul 2024

08:45

Washington D.C.,Dulles International Airport United States of

America

AA 8122

Boeing 777-200/300 Operated by: Qatar Airways ECONOMY(H)

Not included

Purchase conditions

- Note that some seat and meal options are not offered on all flights.
- Fares can change at any time, please confirm your booking as soon as possible.
- · Specific rules and restrictions may apply to this fare.
- Taxes are included in the price displayed. However, please note that in certain cases, local airport taxes will be collected at the time of check-in.

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Please do not reply to this message. For customer support, visit qatarairways.com/help.



Conditions of carriage > Liability for international flights

Liability for international flights

Montreal Convention and Warsaw Convention

If the customer's journey involves an Ultimate ticketed Destination or stop in a country other than the country of departure, American's liability for death or personal injury and for loss of or damage to Baggage may be governed by the Warsaw Convention or the Montreal Convention. In such cases, the following terms, which are prescribed by the U.S. Department of Transportation, will apply:

- 1. The Carrier shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a Passenger, as provided in the following paragraphs:
 - a. The Carrier shall not be able to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights for each Passenger.
 - b. The Carrier shall not be liable for damages to the extent that they exceed 113,100 Special Drawing Rights for each Passenger if the Carrier proves that:
 - i. such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or
 - ii. such damage was solely due to the negligence or other wrongful act or omission of a third party.
 - c. The Carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Articles 20 of the Montreal Convention and 21 of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) hereof. With respect to third parties, the Carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
 - d. The Carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the Passenger.
- 2. In cases of bodily injury or death, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a Passenger as provided in the following paragraphs:
 - a. Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the Passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a Passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the Passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
 - b. The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the Passenger.
 - c. The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim on behalf of the Passenger, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
- 3. The Carrier shall be liable for damage occasioned by delay in the Carriage of Passengers by air, as provided in the following paragraphs:
 - a. The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
 - b. Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities or
 - c. Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a Passenger and do not include mental injury damages.

4/21/25, 1:33 AM

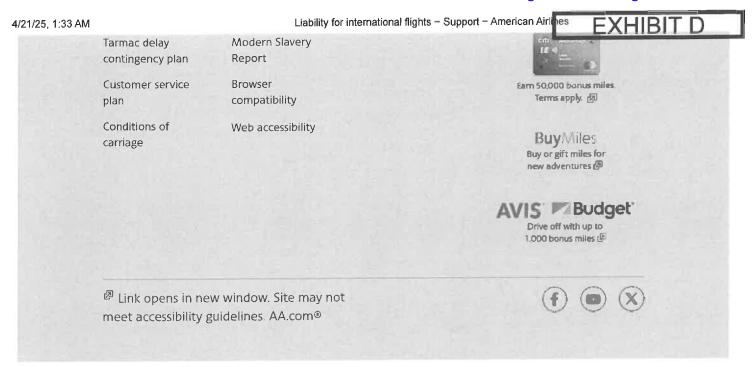
Liability for international flights - Support - American Airlines



- 4. The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay.
- 5. The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of Checked Baggage and Unchecked Baggage, as provided in the following paragraphs.
- 6. Except as provided below, the liability of the Carrier is limited in most cases to 1,519 Special Drawing Rights for each Passenger in the case of destruction, loss, damage, or delay of Baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the Passenger proves otherwise.
- 7. All Baggage checked by a Passenger shall be considered to be the property of that Passenger.
- 8. A particular piece of Baggage, checked or unchecked, shall not be considered to be the property of more than one Passenger.
- Unchecked Baggage, including personal items, shall be considered to be the property of the Passenger in possession of the Baggage at the time of embarkation.
- 10. If a Passenger makes, at the time Checked Baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such Checked Baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the Passenger's actual interest in delivery at Destination. The declared amount, and the Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's regulations, inclusive of the limitation of paragraph D.(1) hereof. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 17 Special Drawing Rights per kilogram of the total recorded weight of the Checked Baggage at the time the Baggage is handed to the Carrier. Nevertheless, the Carrier may impose charges for pieces of Baggage in excess of the Carrier's free allowance.
- 11. In the case of Unchecked Baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- 12. The Carrier is not liable for destruction, loss, damage, or delay of Baggage not in the charge of the Carrier, including Baggage undergoing security inspections or measures not under the control and direction of the Carrier.
- 13. The Carrier reserves all defenses and limitations available under the Warsaw Convention, except for Article 22(3) thereof, and the Montreal Convention, whichever may be applicable, to such claims.
- 14. Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two (2) years, and a complaint must be made to the Carrier within seven (7) calendar days in the case of damage to Baggage, and twenty-one (21) calendar days in the case of delay thereof.
- 15. Any exclusion or limitation of liability of Carrier under these Conditions of Carriage or the Ticket shall apply to agents, servants, or representatives of the Carrier acting within the scope of their employment and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives acting within the scope of their employment.
- 16. Carrier shall not be liable for any loss, damage, or delay of any nature resulting from the transportation and/or delivery of Checked Baggage, to the extent that it resulted from the inherent defect, quality or vice of the Baggage, or in the case of delay, that the Carrier, its agents and servants took reasonable measures to avoid the damage, or that it was impossible to take such measures.

♠ Back to top

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FAQs	Investor relations @	Trip insurance
Agency reference 2	Newsroom 2	
American Airlines		
Cargo 🗗	Legal, privacy, copyright	
Bag and optional		
fees	Environmental, social and governance 29	



4/21/25, 1:09 AM

Gmail - Last chat interaction with Qatar Airways





Brett Zwerdling

Srettzwerdling@gmail.com>

Last chat interaction with Qatar Airways

1 message

communications@qatarairways.com.qa <communications@qatarairways.com.qa>
To: brettzwerdling@gmail.com

Sat, Jul 27, 2024 at 12:16 PM



Thank you for connecting with one of our agents. We always aim to offer you world-class service, whether in the skies or on the ground.

Please take two minutes to share your thoughts about your experience with us.

Share my feedback

Please see a copy of your live chat below.

Time of chat in (UTC): 2024-07-27 14:32:52

IOS User 129820808: I have lost international baggage

IOS User 129820808 : Airfare Ticket Number 0012157890735 Booked through American Airlines KRADVA - American Airlines 2DLPCA - Qatar Airways 157674324 first bag

number 157674325 second bag number

Agent: Welcome to Qatar Airways. How can I help you?

Agent: Hello, my name is Afnan. May I have your name please?

4/21/25, 1:09 AM

Gmail - Last chat interaction with Qatar Airways



IOS User 129820808 : Brett Zwerdling

IOS User 129820808 : Airfare Ticket Number 0012157890735 Booked through American Airlines KRADVA - American Airlines 2DLPCA - Qatar Airways 157674324 first bag

number 157674325 second bag number

IOS User 129820808: Lost bags in name of Debora Leiva

IOS User 129820808: I booked the ticket

Agent: I will transfer your chat to the baggage team and they will check for you.

IOS User 129820808 : Ok IOS User 129820808 : Hello?

IOS User 129820808: It is now 11:18am - why can no one find my bags????

Agent: May i confirm if you are in Washington?

Agent: May i confirm if you have reported to any staff upon arrivals with regards to

missing bag?

IOS User 129820808: I am in

IOS User 129820808: When we were in IAD we reported the missing bags to American

Airlines, Qatar Airlines and US Customs in person

IOS User 129820808: I am no longer in Washington DC - I told ground officials to deliver

the bags to Debora Leiva, 1702 Treboy Ave, Richmond, VA 23226

Agent: May i confirm the file reference provided by American Airlines

IOS User 129820808: KRADVA

IOS User 129820808: Passenger: Debora Leiva Airfare Ticket Number 0012157890735
Booked through American Airlines KRADVA - American Airlines 2DLPCA - Qatar Airways
157674324 first bag number 157674325 second bag number

IOS User 129820808: KRADVA

Agent: This is booking reference number. Once airlines create report in the system for missing bag then the file reference number will generate by the system.

IOS User 129820808: You do not understand

IOS User 129820808: Both Qatar and American Airlines - neither system would let us even file a lost bag report - there said on both ERROR

Agent: May i confirm if you traveled from Doha to Washington with American Airlines or ITA Airways?

IOS User 129820808: It was Qatar Airways always but I think it switched to ITA Doha to Rome to Athens to IAD

Agent: May i coniform your contact details and email address?

IOS User 129820808: Brett Zwerdling Debora Leiva 1702 Treboy Ave Richmond, VA 23226+1-252-350-0301 brettzwerdling@gmail.com

IOS User 129820808: Why do you not have this information? How can Qatar not be able to track the bags with the bag numbers?

Agent: As per records bags located in Doha.

IOS User 129820808: Ok. So Qatar representatives on the telephone told me they were flown to Washington DC Dulles IAD yesterday.

Agent: Your query has been shared with Doha team to verify and forward the bags to Washington.

IOS User 129820808: If this is not accurate, how can we get the bags shipped to Richmond International Airport? RIC?

Agent: We have advised Washington airport team to check and advise you further.

IOS User 129820808: Ok yes - please verify and forward to Washington DC

Agent: As we only have this Information with us.

IOS User 129820808 : They will not advise me or call me - I need you to stay with me on chat

Agent: . Please feel free to contact us if you require further assistance via below link. https://haqiba.qatarairways.com.qa/baggagetracking.

IOS User 129820808: Or give me a more direct email or phone number, not the main phone lines - I have been promised return messages or calls 5 times and have never been contacted back when told that

Gmail - Last chat interaction with Qatar Airways

EXHIBIT E

IOS User 129820808 : No do not leave the chat - it has been 2 hours - the issue

IOS User 129820808: Why are the bags in Doha?!?!?! Why can't the bags be tracked?! I need a Case File Number!!!!

Agent: Please be informed that we are not in a best position to advise the timeframe when the team will reply.

IOS User 129820808 : PLEASE GIVE ME LOST BAG CASE CLAIM FILE NUMBER

Agent: As advised, we only have this information with us. Please be informed that all customer complaints will be handled by our customer care team. We suggest you to write to our Customer Relations through the link below. https://www.qatarairways.com/en/help.html or contact our customer care through this email; tell-us@qatarairways.com.ga.

IOS User 129820808: PLEASE GIVE ME LOST BAG CASE CLAIM FILE NUMBER Agent: No report was created by ITA Airways for missing bags. Your booking reference is the only reference KRADVA / 2DLPCA.

Agent: Thank you for chatting with us. Please feel free to contact us if you require further assistance via below link. https://haqiba.qatarairways.com.qa/baggagetracking.

Live chat has now ended.









Qatar Airways - Going Places Together





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Page 48 of 99 PageID# 55 Document 1-2 Filed 05/08/25 Case 3:25-cv-00351-REP

disclaim all liability for loss or damage to person or property arising from this message being infected by computer virus or other contamination.

4/21/25, 1:09 AM

Gmail - Last chat interaction with Qatar Airways warranties, representations, or offers) concluded with Qatar Airways by using electronic correspondence shall only authorized representative of Qatar Airways has explicitly approved such contract formation. To the fullest extent permissible by law, Qatar Airways 4/21/25, 1:10 AM

Gmail - PLEASE HELP! OLD CUSTOMER!





PLEASE HELP! OLD CUSTOMER!

1 message

Brett Zwerdling brettzwerdling@gmail.com
To: Central Baggage Resolution central.baggage@aa.com

Sat, Jul 27, 2024 at 12:17 PM

Ticket booked by

Brett Zwerdling AADVANTAGE # W1483R2

1702 Treboy Ave Richmond, VA 23226 +1-252-350-0301

Passenger: Vidya Leiva

Airfare Ticket Number 0012157890735 Booked through American Airlines Partner Carrier: Qatar Airways

Return Qatar E-Ticket Number 001-2157890735

RECORD LOCATORS

KRADVA - American Airlines

2DLPCA - Qatar Airways

157674324 first bag number 157674325 second bag number

Carriers / Routes:

July 23, 2024

BKK to DOH - Qatar Airways
DOH to Rome - ITA
Rome to Athens - ITA
Athens to IAD Dulles - ITA or Qatar - it is not clear

Per American Airlines and Qatar Airways, there is no lost baggage file number because ITA never created one and Qatar cannot.

On July 26, 2024, Qatar phone representative stated that bags were being flown from DOH to IAD as I spoke to him at 2pm. That the two bags were actually in the air.

As of today, Qatar chat live rep said bags are in DOH with no information on when they will be flown to IAD...

4/21/25, 1:15 AM

Gmail - American Airlines Central Baggage Resolution - AA-24ZWERDLING-H33V28 - P06T





Brett Zwerdling

brettzwerdling@gmail.com>

American Airlines Central Baggage Resolution - AA-24ZWERDLING-H33V28 - P06T

4 messages

Central Baggage <central.baggage@aa.com> To: Brett Zwerdling <bre> <bre><bre> <bre> Sun, Jul 28, 2024 at 5:55 PM





Dear Brett,

Thank you for contacting American Airlines. We are sorry to hear about the delayed luggage when you traveled to

As you have another oneworld® partner in your itinerary, we have reached out to Qatar Airways regarding your claim. If we do not hear back from them within three days we will be pleased to move forward and provide you with assistance

Brett, allow us to reiterate how much we appreciate your business and value you as an AAdvantage® customer. We hope to have the opportunity to welcome you on board another American Airlines flight, to provide you with a more positive experience in the future as we strive to rebuild your confidence with us.

Sincerely,

Ray-Ann Breton, Central Baggage Specialist Wednesday - Sunday, 8:30 AM - 5:00 PM (MST) Case Owner ID: 13198

Case: AA-24ZWERDLING-H33V28

The information in the inmatte confidential and is intended solely for the addressines a doctors to appear the in unsufficiend. It this message has been sent to you in error, do not review, disseminate, distribute of copy if If you are not the climated recipient plants

Brett Zwerdling brettzwerdling@gmail.com To: vidyasanah@gmail.com

Sun, Jul 28, 2024 at 10:30 PM

-- Forwarded message —--

From: Central Baggage <central.baggage@aa.com> Date: Sun, Jul 28, 2024 at 5:55 PM

Subject: American Airlines Central Baggage Resolution - AA-24ZWERDLING-H33V28 - P06T

To: Brett Zwerdling brettzwerdling@gmail.com





Dear Brett,

Thank you for contacting American Airlines. We are sorry to hear about the delayed luggage when you traveled to Washington D.C.

As you have another oneworld® partner in your itinerary, we have reached out to Qatar Airways regarding your claim. If we do not hear back from them within three days we will be pleased to move forward and provide you with assistance.

Brett, allow us to reiterate how much we appreciate your business and value you as an AAdvantage® customer. We hope to have the opportunity to welcome you on board another American Airlines flight, to provide you with a more positive experience in the future as we strive to rebuild your confidence with us.

Sincerely.

Ray-Ann Breton, Central Baggage Specialist Wednesday - Sunday, 8:30 AM - 5:00 PM (MST) Case Owner ID: 13198

Case: AA-24ZWERDLING-H33V28

4/21/25, 1:15 AM

Gmail - American Airlines Central Baggage Resolution - AA-24ZWERDLING-H33V28 - P06T

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Brett Zwerdling brettzwerdling@gmail.com
To: Central Baggage central.baggage@aa.com

Sun, Jul 28, 2024 at 11:05 PM

Case: AA-24ZWERDLING-H33V28

Dear Ray-Ann:

Oh thank God for your response and the Case Number. We were at our wits end (me as the person that booked the flight and the passenger Debora Leiva). I am only 15 minutes drive from RIC. If the two bags can be flown to RIC I can simply pick them up there.

Alternatively, I live at 1702 Treboy Ave, Richmond, VA 23226.

-Brett

Cell 252-350-0301

On Sun, Jul 28, 2024 at 5:55 PM Central Baggage <central.baggage@aa.com> wrote:





Dear Brett,

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Case: AA-24ZWERDLING-H33V28

The information in this email is contempted and is infinited solely for the addresses at access to provide also a continuous of the message has been sent to you in error, do not review dissertinate, disturbite or copy it. If you are not the intended recipient, please nelete this email from your email system:

Brett Zwerdling brettzwerdling@gmail.com
To: Central Baggage central.baggage@aa.com

Tue, Jul 30, 2024 at 1:43 PM

Dear Ray-Ann:

We received an email last night around 10:00 PM from Qatar Airways stating their IAD office would be open at 9 AM for us to retrieve the two bags. After considerable effort, I was able to retrieve the bags from the Qatar baggage office. You may close the lost baggage case.

-Bret

On Sun, Jul 28, 2024 at 11:05 PM Brett Zwerdling brettzwerdling@gmail.com wrote:

Case: AA-24ZWERDLING-H33V28

Dear Ray-Ann:

Oh thank God for your response and the Case Number. We were at our wits end (me as the person that booked the flight and the passenger Debora Leiva). I am only 15 minutes drive from RIC. If the two bags can be flown to RIC I can simply pick them up there.

4/21/25, 1:15 AM

Gmail - American Airlines Central Baggage Resolution - AA-24ZWERDLING-H33V28 - P06T

Alternatively, I live at 1702 Treboy Ave, Richmond, VA 23226.



-Brett

Cell 252-350-0301

On Sun, Jul 28, 2024 at 5:55 PM Central Baggage <central.baggage@aa.com> wrote:





Dear Brett,

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As you have another oneworld® partner in your itinerary, we have reached out to Qatar Airways regarding your claim. If we do not hear back from them within three days we will be pleased to move forward and provide you with assistance.

Brett, allow us to reiterate how much we appreciate your business and value you as an AAdvantage® customer. We hope to have the opportunity to welcome you on board another American Airlines flight, to provide you with a more positive experience in the future as we strive to rebuild your confidence with us.

Sincerely,

Ray-Ann Breton, Central Baggage Specialist Wednesday - Sunday, 8:30 AM - 5:00 PM (MST) Case Owner ID: 13198

Case: AA-24ZWERDLING-H33V28

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Document 1-2

Filed 05/08/25

Page 53 of 99 PageID# 60

Gmail - IAD3973822



Mon, Jul 29, 2024 at 9:44 PM



Brett Zwerdling brettzwerdling@gmail.com

IAD3973822

1 message

4/21/25, 1:12 AM

IAD LL QR <iadllqr@us.qatarairways.com>

To: "BRETTZWERDLING@GMAIL.COM" <BRETTZWERDLING@gmail.com>

Cc: IAD LL QR <iadllqr@us.qatarairways.com>, IAD KK <iadkkqr@us.qatarairways.com>

Sensitivity: Internal

Dear passenger Leiva,

This email is from Qatar Airways regarding your missing baggage.

Qatar Airways would like to request you to come to our office and collect the bags.

As per conversation on the phone with one of the baggage agents. You've told us that your family member will come to IAD to collect bags.

Qatar Airways Office is located at the baggage claim #5 in Washington Dulles International (IAD) airport, we open daily from 9AM-9PM.

Best Regards,

Vinh Ho

Baggage Services.

Phone: 703-572-4459 Fax: 703-572-4462

Going places together, qatarairways.com





Qatar Airways - Going Places Together





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File a bag report

Track your bags

If your bag is delayed or damaged, you can file a report on the go and may not need to visit the airport Baggage Service Office.

How it works:

- Find our sign with a QR code at Baggage Claim
- Scan the QR code or visit the site using your device
- Enter your last name and American confirmation code or bag tag number to begin

This service is available for trips ending in the U.S., Puerto Rico and the U.S. Virgin Islands.

Have an AirTag?

Share the link to your AirTag or Find My network accessory when filing a report to help us locate your bag faster.

To share the link:

- 1. Open the 'Find My' app on your iPhone, iPad or Mac
- 2. Go to 'Items'
- 3. Choose the item you want to share location updates for
- 4. Tap 'Share Item Location' and copy the link
- 5. Paste the link into the delayed bag form

If you already filed the report:

- 1. Log in to the bag portal
- 2. Select 'Manage Tracking Device'
- Choose the type of tracking device you're using and paste the tracking link

Delayed bags

Bags can sometimes be delayed, even with our best efforts. If you can't find your bags after landing, file a report before leaving the airport.

For flights within the U.S., report delayed bags:

- Within 4 hours of arriving at your destination
- Within 12 hours of arriving if you used Bags VIP Luggage Delivery

For international flights, report delayed bags upon arriving at your destination and before leaving the airport.

4/21/25, 1:19 AM

Delayed or damaged bags - Travel information - American Arlines



The agent will give you a 13-character file ID when you file a report. You can use the file ID to submit a claim for your delayed bags and check the status of your bags.

Find your bags 29

Bags delayed 5+ days

If your bag has been missing for 5 or more days, we need more information to help you. To get started, submit an online claim using the 13-character file ID you received at the airport.

Submit a claim 🛭

Our Central Baggage Resolution Office will do everything they can to locate your bag. If they're unsuccessful a final decision about your claim will be made in accordance with our:

Conditions of carriage »

Liability for international flights »

This decision will be sent to you by email.

Reimbursement

We will reimburse you for the reasonable and necessary items you need immediately while away from home without your bags. To be reimbursed send this information to us within 30 days of your delay:

- Your 13-character file ID
- A copy of your ticket receipt and baggage claim checks
- Your original, dated, itemized receipts

If we can't find your bag, any expense reimbursement will be deducted from the final settlement amount.

How to submit your claim

The quickest way to submit your claim and verification items is to submit them online.

Submit a claim @

If you can't submit online, you can send your claim and verification items along with a completed Passenger Property Questionnaire by mail. Keep in mind it may take longer for us to receive it through the mail and our response may be delayed.

American Airlines Central Baggage P.O. Box 619619

DFW Airport, TX 75261-9616

Complete the questionnaire (PDF)

Damaged bags

Bags may get damaged when they're checked, even with our best efforts. If you notice damage to your bags after landing, file a report before leaving the airport.

- ▶ For flights within the U.S., file a report before leaving the airport, or within 24 hours of receiving your bags.*
- For international flights, file a report before leaving the airport, or within 7 days of receiving your bags.

We'll give you a 13-character file incident number (file ID) when you report your bag as damaged. You can use the file ID to submit a claim.

Submit a claim @

Liability limitations »

4/21/25, 1:19 AM

Delayed or damaged bags - Travel information - American

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- * You must report damage to delayed bags on flights within the U.S. within 24 hours of receiving them.
- O Damage from (TSA) inspections

If Transportation Security Administration (TSA) inspects your bag, they'll place a written notification inside or a seal on the outside. If you think the damage was caused by the inspection, contact TSA at 866-289-9673.

- How to reduce the risk of damage
 - Don't over-pack. Over-packing can cause stress on seams and zippers, making it more likely to tear or break.
 - Don't check bags that won't close completely. Bags that don't close completely leaves your belongings exposed to damage.
 - Avoid checking carry-on items like laptops, briefcases and totes.
 - Don't travel with extremely old or worn bags. These bags are more likely to break or tear.
 - Don't pack restricted items.

Restricted items »

Missing contents

We will not accept liability for missing items inside a checked bag on flights within the U.S. unless it has been reported as delayed or damaged.

If your bag was delayed or damaged and you notice missing items after it's delivered, you must file a missing items claim within 24 hours of receiving your bag for flights within the U.S., or 7 days for international flights.

Submit a claim @

Flying on a partner airline?

Find helpful information if your trip includes 1 or more flights with our partner airlines.

British Airways »

Finnair »

Iberia »

Japan Airlines »

Qantas »

Qatar Airways »

You may also like...

Lost and found »

⊕ Back to top

4/21/25, 1:19 AM

Delayed or damaged bags - Travel information - American A rlines



Help	About American	Extras	
Contact American	About us	Business programs	fe 4
Receipts and refunds	We're hiring! Join our team ②	Gift cards 🛭	Earn 50,000 bonus miles Terms apply. (원
FAQs	Investor relations Ø	Trip insurance	retito siybiy. Es
Agency reference ②	Newsroom 2		Buy Miles Buy or gift miles for
Cargo @	Legal, privacy, copyright		new adventures 🖾
Bag and optional fees	Environmental, social and governance 🗷		Drive off with up to
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4/21/25, 1:21 AM

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Mandatory SG Arrival Card Submission for Travel to Singapore











We take your belongings as seriously as you do, and we are committed to delivering them safely and swiftly to your final destination.

In the unlikely event that you arrive at your destination without your checked baggage or with damaged baggage, rest assured that we will pull all strings to make sure you are reunited with your items as quickly as possible.

Report or check status

Here's what you can do

To locate your delayed baggage or to report damaged baggage, please follow the below steps.

In most cases, delayed baggage is located within 24 hours and is usually arranged for delivery to your ultimate destination (ie. home or hotel).

1

Report mishandled baggage at the Qatar Airways baggage services counter at your arrival airport and collect your file reference number.

2

Use your file reference number online, using our automated baggage tracking system, to view status updates. 3

If you have already left the airport, you can still submit a mishandled baggage report online*

4/21/25, 1:21 AM

*Note: In case of damaged baggage, ensure the report is submitted within 7 days from the date of receipt of the

More information & liability limitations

- Delayed, lost or damaged baggage
- ∨ Limitations of liability

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Hajj and Umrah Vaccination Requirements







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3

If you have already left the airport, you can still submit a mishandled baggage report online*.

4/21/25, 1:23 AM

Mishandled Enggage | (Ent.)

Hajj and Umrah Vaccination Requirements



*Note: In case of damaged baggage, ensure the report is submitted within 7 days from the date of receipt of the baggage.

More information & liability limitations

- Delayed, lost or damaged baggage
- If you incur any expense due to the late delivery of your baggage, we will compensate you (conditions apply). If the baggage is considered lost, then our compensation will be in accordance with the governed Convention (Warsaw Convention, Mont Convention), where applicable.
- · Delivery of delayed baggage is subject to local customs regulations.
- Please ensure your baggage is sufficiently robust, well packed, and properly secured to withstand the usual rigours of air travel
- Please note that accepting your baggage without complaint, at the time of delivery is prima facie evidence that it has been delivered in good condition. It also means that the acceptance is in accordance with the conditions of contract.
- ^ Limitations of liability

Qatar Airways has strict limits to its liability for mishandled items. <u>Please see our conditions of carriage</u> to learn more about liability limitations.

Travelling with our partners?

If your journey includes a flight with one of our partners, please find more information here:

- American Airlines
- British Airways
- Iberia
- Royal Air Maroc
- View all partners

Qatar Airways

Group companies

Business solutions

Business partners

Help

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4/21/25, 1:23 AM

Mishandled Enggage | Teats And 198 | T



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International companies

<u>Airport</u>

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Qatar Duty

<u>Free</u>

Qatar

∨<u>Airways</u>

Cargo

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<u>Media</u>

Services

<u>Design</u>

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partners

Неір

Contact

us

Browse

<u>FAQs</u> Travel

<u>alerts</u>

Filed 05/08/25 Page 63 of 99 PageID# 70 Case 3:25-cv-00351-REP Document 1-2

4/21/25, 1:23 AM

Mishandled Baggage | Tata And B | T |

Hajj and Umrah Vaccination Requirements







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<u>Accessibility</u>

World's Best **Business Class**

World's Best

Click here to learn more about our awards Business Class

Lounge

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Best Airline in the

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<u>plan</u>

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<u>Privacy</u>

Combating <u>human</u> trafficking

Customer <u>service</u> commitment

Conditions of carriage

Optional services and <u>fees</u>

Sitemap <u>Tarmac</u> <u>delay</u>

Cookie Consent





QATAR AIRWAYS CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

Index of Contents

A C L 4	D - 0 - 10
Article 1	Definitions
Article 2	Applicability
Article 3	Tickets
Article 4	Stopovers & Agreed Stopping Places
Article 5	Fares & Charges
Article 6	Reservations
Article 7	Check-In
Article 8	Refusal of and Limitation on Carriage
Article 9	Baggage
Article 10	Schedules, Cancellation of flights
Article 11	Refunds
Article 12	Conduct aboard Aircraft
Article 13	Arrangements by Carrier
Article 14	Administrative Formalities
Article 15	Successive Carriers
Article 16	Liability for Damage
Article 17	Time Limitation on Claims and Actions
Article 18	Other Conditions
Article 19	Interpretation
Article 20	Modification and Waiver

Qatar Airways Conditions of Carriage for Passengers and Baggage





ARTICLE 1 - DEFINITIONS

In these Conditions, except where the context otherwise requires, or except where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them, that is to say:

- "We", "Our", "Ourselves" and "Us" means Qatar Airways Group Q.C.S.C.
- "You", "Your", and "Yourself" means any person, except members of crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition of "Passenger").
- "Agreed Stopping Places" means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.
- "Airline Designator Code" means the two-characters or three letters which identify particular air carriers.
- "Authorised Agent" means a Passenger sales agent who we have appointed to represent us in the sale of air Passenger transportation on our services and, when authorised, on the services of other carriers.
- "Baggage" means your personal property accompanying you in connection with your trip. Unless otherwise specified by us, it consists of both your Checked and Unchecked Baggage.
- "Baggage Check" means those portions of the Ticket, which relate to the carriage of your Checked Baggage.
- "Baggage Identification Tag" means a document issued solely for identification of each piece of Checked Baggage.
- "Carrier" means an air carrier other than ourselves whose Airline Designator Code appears on your Ticket or on a conjunction ticket.
- "Carrier's Regulations" means rules, other than these Conditions, published by us and in effect on date of Ticket issue, governing carriage of both you and/or your Baggage and shall include any applicable tariffs in force.
- "Check-in deadline" means the time limit specified by us by which you must have completed all check-in formalities and received your boarding pass.
- "Checked Baggage" means Baggage of which we take custody and for which we have issued a baggage identification Check.
- "Conjunction Ticket" means a Ticket issued to you in conjunction with another Ticket, which together constitute a single contract of carriage.

Page 2





"Conditions" or "Conditions of Carriage" means these conditions of carriage for passengers and baggage which are applicable as provided in Article 2.

"Conditions of Contract" means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference these Conditions of Carriage and notices.

"Convention" whichever of the following apply and "Conventions" when referring to these collectively:

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below as the "Warsaw Convention").

The Warsaw Convention as amended at The Hague on 28 September 1955.

The Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975).

The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975).

The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975).

The Guadalaiara Supplementary Convention (1961).

The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (referred to below as the "Montreal Convention").

"Coupon" means both a paper flight coupon and an electronic coupon, each of which entitle the named passenger to travel on the particular flight identified on it.

"Damage" includes death, wounding or bodily injury to a passenger, loss, partial loss theft or other damage to, or destruction of Baggage arising out of or in connection with carriage or other services incidental thereto performed by us.

"Days" means calendar days provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a ticket, the day upon which the Ticket is issued or the flight commenced, shall not be counted.

"Denied boarding" means a refusal to accommodate passengers on a flight although they have a valid ticket, a confirmed reservation on that flight and presented themselves for check-in within the required time limit and as stipulated.

"Electronic Coupon" means an electronic Flight Coupon or other value document held in our database.

"Electronic Ticket" means the itinerary / receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

"Family Member" means the immediate relation including spouse, children (including adopted children), parents (including step parents), brothers (including step brothers), sisters (including step sisters), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons- in-law, daughters-in-law.

"Flight Coupon" means that portion of the Ticket that bears the notation "good for passage" or, in the case of an Electronic Ticket, the Electronic Coupon and indicates the particular places between which you are entitled to be carried.





"Force Majeure" means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

"Infant" means a person who has not reached his/her second birthday as of the date of commencement of travel.

"Itinerary Receipt" means a document or documents issued by us or on our behalf to passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

"Normal Fare" means the highest fare approved for carriage in a given class of carriage.

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with our consent.

"Passenger Coupon" or "Passenger Receipt" means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

"Privacy Notice" means the Qatar Airways privacy notice, together with our terms and conditions, cookie policy and any other documents referred to therein.

"SDR" means a special drawing right as defined by the International Monetary Fund.

"Special Fare" means a fare, which is lower than the normal fare.

"Stopover" means a scheduled stop on your journey at a point between the place of departure and the place of destination.

"Tariff" means the published fares, charges, and or related Conditions of Carriage of a Carrier filed, where required, with the appropriate authorities.

"Ticket" means either the document entitled "Passenger Ticket and Baggage Check" issued or the Electronic ticket, in each case issued by us or on our behalf and includes the Conditions of Contract, notices and coupons contained in it.

"Unchecked Baggage" means any of your Baggage other than Checked Baggage.

1





ARTICLE 2 - APPLICABILITY

1. General

- These Conditions are the Conditions of Carriage referred to in the ticket and except as 1.1 provided in Sub Articles 2, 3, 4 and 5 of this Article, these Conditions apply only on those flights or flight segments where our name or Flight Designator Code (QR) is indicated in the carrier box of the Ticket for that flight or flight segment.
- These Conditions also apply to gratuitous and reduced fare carriage except to the extent 1.2 that we have provided otherwise in our regulations, or in relevant contracts, passes or Tickets.

2. Carriage To/From Canada and USA

- These Conditions apply to carriage between places in Canada or between a place in 2.1 Canada and any place outside thereof only to the extent that they are incorporated in tariffs in force in Canada.
- Where carriage is to or from the United States, these Conditions do not apply to air 2.2 transportation as defined in the U.S. Federal Aviation Act 1958 being interstate, overseas, or foreign air transport or the transportation of mail by aircraft. Such air transportation will be governed by the applicable Tariff in force in the United States. These Conditions also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our regulations or in the relevant contracts, passes or Tickets.

3. Charters

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise into the terms of the charter agreement or the Ticket. If the Carriage is performed pursuant to a package tour holiday contract with a third party these Conditions of Carriage apply to your carriage by air with the exception of those provisions dealing with refunds.

4. Overriding Law

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable laws, government regulations or orders in which event such Tariffs, laws, government regulations or orders will prevail. If any provision of these Conditions of Carriage is invalid under applicable law the other provisions shall nevertheless remain valid.

5. **Code Shares**

On some services we have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a "Ticket where our name or Airline Designator Code (QR) is indicated as the carrier, another carrier may operate the aircraft. These Conditions of Carriage also apply to such transportation. If such arrangements apply we will advise you of the carrier operating the aircraft at the time you make a reservation.

6. **Conditions Prevail over Regulations**

Except as provided herein, in the event of inconsistency between these Conditions and any other regulations of Qatar Airways, these Conditions shall prevail, except where Tariffs in force in the United States or Canada apply, in which case the Tariffs shall prevail.

Page 5





7. Tarmac Delay

Extended tarmac delays may happen at U.S. airports due to reasons beyond the control of the airline. Qatar Airways maintains a Tarmac Delay Contingency Plan to comply with U.S. Department of Transportation (DOT) regulations. However, if a tarmac delay happens at a U.S. airport on a codeshare flight operated by Qatar Airways' codeshare partner then in that case the Tarmac Delay Contingency Plan of the operating airline will apply.

ARTICLE 3 - TICKETS

1. Tickets

1.1 Prima Facie Evidence of Contract

A Ticket is valuable and you should take appropriate measures to safeguard it and ensure that it is not lost or stolen. The Ticket constitutes prima facie evidence of the contract of carriage between the Carrier and you as the Passenger named on the Ticket and you may be required to produce appropriate identification. The Conditions of Contract contained in the Ticket are a summary of some of these conditions of carriage. We will provide carriage only to the Passenger holding such Ticket or holding as proof of payment or part payment, any other Carrier's document issued by another Carrier or its authorized agent. The Ticket is and remains at all times the property of the issuing carrier.

1.2 Requirement for Ticket

You will not be entitled to be carried on a flight unless you present a Ticket valid and duly issued in accordance with our regulations and containing the coupon for that flight and all other unused flight coupons and the Passenger Coupon. Furthermore you will not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us, or by our authorised agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.

1.3 Loss, etc. of Ticket

In case of loss or mutilation of a Ticket, or part thereof, or non presentation of a Ticket containing the Passenger Coupon and all unused flight coupons, upon your request we will replace such Ticket or part of it by issuing a new Ticket provided there is evidence readily ascertainable at the time that a Ticket valid for the flights in question was duly issued and you sign an agreement to reimburse us for the costs and losses, which are necessarily and reasonably incurred by us or another Carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses, which result from our own negligence. The issuing Carrier may charge a reasonable administration fee for this service (which in our case will be no less than US\$50.00 (or the local currency equivalent).

1.4 Ticket not Transferable

A Ticket is not transferable except as required by any locally applicable laws, in particular those of the European Community concerning package holidays. If a Ticket is presented by someone other than the person entitled to be carried there under or entitled to a refund in connection therewith, we shall not be liable to the person so entitled if, in good faith, we provide carriage or make a refund to the person presenting a Ticket.

Qatar Airways Conditions of Carriage for Passengers and Baggage Pag





1.5 Tickets sold at discounted Fares

Some tickets are sold at discounted fares, which may be partially or completely nonrefundable. You should chose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket. Many special fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or may be changed only on payment of an additional fee.

Validity 2.

2.1 Period of Validity

The period of validity for Tickets issued at normal one way, round or circle trip fares shall be one year from the date of commencement of travel, or, if the first Flight Coupon is open dated, and/or unused from the date of ticket issue thereof.

Where one or more portions of a Ticket involves an excursion or other special fare having a shorter period of Ticket validity than indicated above, such shorter period of validity shall apply only in respect to such excursion or Special Fare transportation.

Extension of Validity 2.2

If you are prevented from travelling within the period of validity of the Ticket because we:

- 1. Cancel the flight on which you hold a reservation; or
- 2. Omit a scheduled stop, being your place of departure, place of destination or a Stopover, or
- 3. Fail to operate a flight reasonably according to schedule; or
- 4. Cause you to miss a connection; or
- 5. Substitute a different class of service; or
- 6. Are unable to provide previously confirmed space.

The Validity of your Ticket will be extended until our first flight on which space is available in the class of service for which the fare has been paid.

2.3 Inability to Provide Space

When a Passenger holding a Ticket is prevented from travelling within the period of validity of the Ticket because, at the time such Passenger requests reservation, we are unable to provide space on the flight, the validity of that passenger's Ticket will be extended in accordance with our regulations.

2.4 Illness of Passenger

When a Passenger after having commenced his or her journey is prevented from travelling within the period or validity of the Ticket by reason of illness, we may extend (provided such extension is not precluded by our regulations applicable to the fare paid by the Passenger) the period of validity of that Passenger's Ticket until the date when the Passenger becomes fit to travel according to a medical certificate, or until our first flight after such date from point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the Flight Coupons remaining in the Ticket involve one or more stopovers, the validity of such Ticket, subject to our regulations, may be extended for





not more than three months from the date shown on such certificate. In such circumstances, we may extend similarly the period of validity of tickets of other members of the Passenger's immediate family accompanying an incapacitated passenger.

2.5 Death of a Passenger

In the event of death of a Passenger en route, the Tickets of the persons accompanying the passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a passenger who has commenced travel, the passenger's Ticket and those of his or her immediate family accompanying the Passenger may be likewise modified. Any such modification will be made upon receipt of a valid death certificate and any extension of validity shall be for a period no longer than 45 days from the date of death.

3. Flight Coupon Sequence

- We will honour Flight Coupons, or in the case of an Electronic Ticket, an Electronic Coupon, 3.1 only in sequence from the place of departure via any Agreed Stopping Places to the final destination as shown on the Ticket. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket, it forms an essential part of our contract with you.
- The Ticket may not be valid and we may not honour your Ticket if the first Flight Coupon, or 3.2 in the case of an Electronic Ticket, an Electronic Coupon, for international travel has not been used and you commence your journey at any Stopover or Agreed Stopping Place. The Ticket will lose its validity and will not be honoured by us if all of the Flight Coupons are not used in the sequence stated on the Ticket.
- Should you wish to change any aspect of your transportation you must contact us in advance. 3.3 The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.
- Should you change your transportation without our agreement or fail to fly the complete 3.4 itinerary booked, we will assess the correct price for your actual travel. You will have to pay any difference between the price paid and the total price applicable, together with any applicable administration charge, for your revised transportation. We will refund you the difference if the new price is lower but otherwise, the unused coupons have no value.
- Please be aware that while some types of changes will not result in a change of fare, others, 3.5 such as changing the place of departure (for example, if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of additional fees.
- Each Flight Coupon, or in the case of an Electronic Ticket, an Electronic Coupon, will be 3.6 accepted for Carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When Flight Coupons or in the case of an Electronic Ticket, an Electronic Coupon, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and availability of space on the flight applied for.

Page 8





- Please be advised that in the event you do not show up for any flight without advising us in 3.7 advance, we will cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.
- Exception for tickets purchased in Italy: In the event of non-use, for any reason, of the 3.8 outward flight (or of a leg of the outward flight, or a leg of the return flight), the request to maintain the validity of the ticket for the next leg or the subsequent segments may be solely accepted if previously communicated to Qatar Airways by contacting the Contact Center at phone number +3902 30578845 between (Italian Language support available between 08:00 a.m. to 07:00 p.m. from Monday to Friday; English language support available 24hrs for all days of the week) or by email: noshownotification@eu.qatarairways.com which will be followed by a confirmation of receipt, within the time as specified here below:
 - a) Within 24 hours after the scheduled departure time of the flight on which the noshow occurred:
 - b) In the event the departure time of the subsequent flight is within 24 hours of the flight on which the no-show occurred, the communication with the Contact Center must be received at least 2 hours before the departure of such subsequent flight.

The Contact Center will issue a new Electronic Ticket for the modified itinerary, for which it will be necessary to fulfill the check-in operations on the site (if available) or at the airport. If the passenger fails to make such communication, or makes it after the set time limits, Qatar Airways, in case there is availability of seats in the subsequent leg/successive segments, will be entitled to request the payment of an amount equal to the difference between the price paid for the previously purchased ticket and the price corresponding to the highest fare available in the same class/ journey compartment, applicable to the modified itinerary at the time of the re-issue of the air ticket, unless the tariff rules applicable to the original ticket are more favorable for the passenger.

4. Name and Address of Carrier

Our name may be abbreviated in the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "CARRIER" box in the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the itinerary Receipt. This should not be taken to be the place where we are domiciled or has its principal place of business for the purpose of the applicable Conventions.

ARTICLE 4 - STOPOVERS & AGREED STOPPING PLACES

Stopovers Permitted 1.

Stopovers will be permitted only if arranged with us in advance and specified on the Ticket.

2. **Agreed Stopping Places**

Stopovers may be permitted at Agreed Stopping Places subject to government requirements and our regulations.

Page 9





ARTICLE 5 - FARES, CHARGES & ROUTINGS

1. General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and between airports and town terminals, unless provided by us without additional charge.

2. Applicable Fares

Applicable fares are those published by or on our behalf or, if not so published, constructed in accordance with our regulations. Subject to government requirements and our regulations, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first Flight Coupon of the Ticket. When the amount that has been collected is not the applicable fare the difference shall be paid by the Passenger, or, as the case may be, refunded by us, in accordance with our regulations.

3. Routing

Unless otherwise provided in our regulations, fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, you may specify the routing prior to issue of the Ticket. If no routing is specified, we will determine the routing.

4. Currency

Fares, taxes, fees and charges are payable in any currency acceptable to us. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with our regulations.

Taxes, Fees & Charges 5.

Applicable fares, taxes, fees and charges imposed by government or other authority, or by the operator of an airport shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in tax, fee or charge shown on the ticket, you will be required to pay it. Similarly, if a new tax, fee or charge is imposed even after Ticket issuance you will be required to pay it. In the event of any taxes, fees or charges, which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

ARTICLE 6 - RESERVATIONS

Reservations Requirements 1.

- We or our Authorized Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).
- As provided in our regulations, certain fares may have conditions, which may limit or exclude your right to change or cancel reservations.





2. **Ticketing Time Limits**

If you have not paid for your Ticket (or made credit arrangements with us) prior to the specified ticketing time limit, we may cancel your reservation.

- Personal Data and Transfer of Passenger Name Records ("PNR") and 3. Advanced Passenger Information ("API")
- Within the scope defined in these Conditions of Carriage, Passengers are obliged to 3.1 provide their personal data (including PNR and API) (collectively "Personal Data") to the Carrier, its Authorised Agents, other carriers and/or service providers appointed by us in connection with the services we offer you, such as for the purposes of making a reservation, booking a flight, issuing a Ticket, performing the Conditions of Contract, obtaining other compensation in the potential complaint procedure, obtaining ancillary and complementary services, obtaining benefits of our frequent flyer programme, and complying with the immigration and entry requirements by making available such data to government agencies in connection with your travel pursuant to these Conditions of Carriage. This Personal Data is collected and processed pursuant to applicable data protection laws and as detailed in our Privacy Notice. We reserve the right to use a Passenger's Personal Data under the conditions and for the purposes defined in this article and our Privacy Notice. The latest version of our Privacy Notice can be found on www.gatarairways.com.ga.
- The processing of the Passenger's Personal Data is necessary for performing the 3.2 Conditions of Carriage including for the purposes of (i) reservation and purchase of a Ticket including complementary services, (ii) provision of specific services associated with the carriage service and (iii) canvassing, retention, guidance and commercial information. Your Personal Data may also be used for the purpose of facilitating the completion of administrative formalities relating to immigration and entering a territory, preventing nonpayment and combating fraud, as well as guaranteeing the security and safety of flights and the performance of statistical studies.
- As set out in article 8 of these Conditions of Carriage, a failure to provide certain Personal 3.3 Data or the inaccuracy of certain personal data may result in a decision to deny boarding or entry into a country, without the Carrier being held liable.
- The provision of certain specific ancillary services by third party providers such as lounge 3.4 access or travel insurance may lead the Carrier to record Personal Data. In this regard, your Personal Data will be used solely for providing the specific ancillary services requested by you.
- Personal Data is provided by you and collected by air carriers for enabling reservations 3.5 and carrying out the check-in process. PNR and API are records of each passenger's travel requirements held in Carrier's reservation and departure control systems. It may contain a wide range of information, such as dates of travel, travel itinerary, ticket information, contact details, travel agent, means of payment, seat number and baggage information. All airlines, including the Carrier, are required by applicable laws and regulations in most of our destination countries give border control agencies or public domestic or foreign authorities' access to or share PNR and API data about passengers flying to their country in order to fulfil the Conditions of Carriage. Accordingly, any Personal Data we hold about you including your travel arrangements may be disclosed to customs





and immigration authorities of any country in your itinerary. When you transfer from the Carrier to another airline we may share your Personal Data with third-party airlines in order for them to arrange your travel.

- 3.6 PNR data should be used by States only for such purposes as improving aviation security, enhancing national and border security and preventing and combating terrorism, transnational and organized crimes. PNR data may include information about passengers provided during the booking process or held by airlines or travel agents, including credit card details and other similar private financial information. PNR data should be retained by State authorities for no longer than is reasonably necessary for the stated purposes related to their collection and for auditing and redress purposes, in accordance with national laws. Further information about these arrangements, including measures to safeguard your personal data, can be obtained from the relevant national authority, the Carrier or your travel agent.
- 3.7 Unless you object at the time at which your Personal Data is collected, the Carrier reserves the right to use the Passenger's Personal Data or to pass it on to its partners in order to be able to send the Passenger appropriate emails on general information, service emails and any changes to your flight schedule.
- 3.8 Where you have given us your consent, your Personal Data will only be used to communicate with you for marketing purposes by the Carrier or its partners. You may withdraw your consent at any time as described in our Privacy Notice.
- 3.9 You may exercise your right to object to the collection and use of your personal data, but this may result in cancellation of the journey, a lack of access to certain specific ancillary services requested or cancellation from Qatar Airways Privilege Club.
- 3.10 Should you wish to access, rectify, erase your personal data or object to the use of your personal data, please refer to the Contact Us page of our website www.gatarairways.com.ga.
- 3.11 For the purposes described above, you authorize us to retain and use such Personal Data and to transmit it to our own offices, Authorized Agents, government agencies, other carriers or the providers of such services.

4. Seating

We will endeavor to honor advance seating requests. However, we do not guarantee to provide any particular seat in the aircraft. We reserve the right to assign or reassign seats at any time even after boarding of the aircraft for operational, safety or security reasons and you agree to accept any seat that may be allotted on the flight in the class of service for which the Ticket has been issued.

5. No-Show Charge When Space Not Occupied

A no-show charge, in accordance with our regulations, shall be payable by you if you fail to use space for which a reservation has been made.

Reconfirmation of Reservations 6.

Qatar Airways does not require reconfirmation of reservations.





7. Cancellation of Onward Reservations Made By Us

If you do not use a reservation and fail to advise us, we will cancel or request cancellation of any onward or return reservations.

8. Utilization of Empty Seats

We reserve the right to utilize at our sole discretion any empty seat, for which a reservation has been made but where you fail to make use of that reservation. We, in utilizing such vacant seat, are under no obligation to refund the fare paid in connection with any such reservation, except as provided for under Article 11 hereof.

ARTICLE 7 - CHECK IN

- 1. You must arrive at our check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures and in any event not later than the time that we have indicated. If you fail to arrive in time at our check-in location or boarding gate or appear improperly documented and not ready or fit to travel, we may cancel the space reserved for you and will not delay the flight. We are not liable to you for loss or expense due to your failure to comply with the provision of this article.
- 2. For Tickets purchased through Qatar Airways website or contact centres, we may require you to present the credit card used to purchase the Ticket at the time of airport check-in.
- 3. Passenger in Custody of the Police Authority (Brazil)
- 3.1 The transportation of passengers or minors under the custody of the police authority on a national flight will be carried out by complying with all the requirements required in the National Civil Aviation Security Program PNAVSEC (Decree 7,168, of 5 May 2010). The presentation and identification for boarding must take place at least two (2) hours before the departure time of the flight.
- 3.2 The air transportation of passengers in custody will be coordinated by the body responsible for escorting with the aerodrome operator, the air operator and the Federal Police representative, in order to establish, according to the needs of the escort team, the special measures and safety procedures for boarding and disembarking, as well as conduct on board the aircraft. This coordination is initiated by the body responsible for escorting and must be initiated at least forty-eight (48) hours before the scheduled departure time of the aircraft.
- 3.3 The escort team in the face-to-face "check-in" procedure will be given priority service, except for passengers with special assistance needs, according to specific ANAC regulations.
- 3.4 No more than two (2) passengers in custody, with their respective escort teams, can be transported on the same flight. The boarding of the passenger in custody may be denied by Carrier if the escort team is not composed of at least two (2) professionals per passenger in custody.





- 3.5 Carrier and the commander of the aircraft may deny boarding of passengers in custody if they consider that it represents a potential threat to operational safety, security against acts of unlawful interference or the safety of other passengers.
- 3.6 Subject to any prohibitions in applicable laws, the escort team shall have containment equipment for the passenger in custody.
- 3.7 The onboard service that will be provided to the passenger in custody and to the escort team will not contain alcoholic beverages, metal utensils or sharp or cutting instruments.
- 3.8 The escort must ensure that the passenger in custody:
 - does not carry items unacceptable as baggage which are set forth in Article 9 of these (A) Conditions of Carriage including prohibited or dangerous materials;
 - waits for the flight in a safe and discreet place; (B)
 - boards before and disembarks after other passengers; (C)
 - occupies a seat at the end of the passenger cabin, away from the emergency exits, (D) in rows with two or more seats and at least, with an escort team professional seated between the passenger in custody and the aisle;
 - is not handcuffed to fixed parts of the aircraft, except in situations where the (E) passenger exhibits behavior that characterizes the passenger in custody as an undisciplined passenger; and
 - is always accompanied and kept under surveillance, including when using the toilets. (F)
- 3.9 Passenger transportation under the custody of the police authority on an international flight will be preceded by prior communication with the Federal Police Department, INTERPOL (International Criminal Police Organization), the Local Airport Administration, the Consulate of the passenger's destination country and the carrier for conduct of transport and eventual stopover / connection. Carrier will follow the same procedures used for the passenger in police custody.

ARTICLE 8 - REFUSAL OF AND LIMITATION ON CARRIAGE

1. Right to Refuse Carriage

We may refuse carriage of a Passenger or a Passenger's Baggage for reasons of safety or if, in the exercise of our reasonable discretion, we determine that:

- Such action is necessary in order to comply with any applicable law, regulations or orders 1.1 of any state or country to be flown, from, into or over; or
- Your conduct, age or mental or physical state, including your impairment from alcohol or 1.2 drugs is such as to:
 - Require special assistance from us; or (A)
 - Cause discomfort or make yourself objectionable to other passengers; or (B)
 - Involve any hazard or risk to yourself or to other persons or to property; or (C)





- 1.3 Such action is necessary because you have failed to observe our instructions; or
- 1.4 You have refused to submit to a security check; or
- 1.5 The applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between us and you (or the person paying for the Ticket) have not been complied with; or
- 1.6 You do not appear to be properly documented;
- 1.7 You may seek to enter a country through which you are in transit; or
- 1.8 You may destroy or otherwise dispose of your documentation during flight; or
- 1.9 You will not surrender a travel document to be held by the flight crew against receipt, when so requested by us; or
- 1.10 The Ticket presented by you:
 - (A) Has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its authorized agent; or
 - (B) Has been reported as being lost or stolen; or
 - (C) Is a counterfeit Ticket; or
 - (D) Any Flight Coupon has been altered by anyone other than us or another Carrier or our respective authorized agents, or has been mutilated and we reserve the right to retain such Ticket; or
- 1.11 As the person presenting the Ticket you cannot prove that you are the person named in the "NAME OF PASSENGER" box in the Ticket and we reserve the right to retain such Ticket.

2. Special Assistance

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women or persons with illness is subject to prior arrangement with us. Passengers with any disabilities who have advised us of any special requirements they may have at the time of ticketing and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

3. Refusal to Carry or Removal of Passenger

We may, in our reasonable discretion, refuse to carry you, or remove you en route, due to your conduct, behaviour, physical or mental condition. In such a case, we may cancel the remaining unused portion of the Ticket, and you will not be entitled to further carriage or to a refund, either in respect of the sector, which was the subject of refusal of carriage or removal, or in respect of any subsequent sectors covered by the Ticket. We will not be liable for any consequential loss or damage alleged due to any such refusal of carriage or removal en route. We reserve the right to claim from you all reasonable costs of such removal as referred to in Article 12-2.

4. Passenger Self-Offload Decision – Refusal of Further Transportation

If after check-in you and/or any passengers accompanying you decide not to travel on a Qatar Airways service without a valid reason and inform us less than 3 hours prior to the flight departure, then the following will apply:





- a) If there is a flight delay as a result of your decision then, we reserve the right to recover from you any and all direct costs incurred due to disrupted operations which include removal of your baggage, flight delay, disruptions, and misconnections of other passengers. In addition, we will cancel your entire ticket for any further transportation with no refunds.
- b) If you inform us between 3 to 2 hours prior to flight departure to offload yourself on the booked flight (s) and if this does not result in any flight delay, disruptions or inconvenience to other passengers then, we may permit changes to your ticket based on the applicable fare rules. A charge will however apply which will be either the no-show fee of the respective fare type or USD 150, whichever is higher.

However, the policy does not apply to exceptions such as a medical condition of a passenger or death of a passenger's relative. For such exceptions, passengers will have to provide proof in the form of supporting documents.

5. Carriage of Infants

For details on the rules which apply to Infants, please check our website or our Carrier's Regulations. For itineraries to/from Canada, Infants must be accompanied by a passenger age 16 or older. Infants can either be lap-held or placed in a seat adjacent to the accompanying passenger and only one (1) Infant will be accepted per accompanying passenger.

ARTICLE 9-BAGGAGE

1. Items Unacceptable as Baggage

- 1.1 You must not include in your Baggage:
 - (1) Items which do not constitute Baggage as defined in Article 1; or
 - (2) Items which are likely to endanger the aircraft or persons or property on board the aircraft such as those specified in the 'International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air' and the 'International Air Transport Association (IATA) Dangerous Goods Regulations', and or in our Regulations (further information is available from us on request); or
 - (3) Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over; or
 - (4) Items which, in our opinion, are unsuitable for carriage by reason of their weight, size, or character, such as fragile or perishable items; or
 - (5) Live animals, except as provided for in Sub-Article 10 of this article.
- 1.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with our Regulations. Firearms must be unloaded with the safety catch on, and be suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations referred to in sub-article1.1 above.





- You must not include in Checked Baggage fragile or perishable items, money, jewellery, 1.3 precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents or samples.
- Weapons such as antique firearms, swords, knives, and similar items may be accepted as 1.4 Checked Baggage, in accordance with our regulations but will not be permitted in the cabin.
- If any items referred to in Sub-Article 1.1, 1.2 or 1.3 of this Article are carried, whether or not 1.5 they are prohibited from carriage as Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these conditions applicable to the carriage of Baggage.
- We do not transport hunting trophies to encompass all species identified by the 1.6 Convention on International Trade in Endangered Species (CITES) of Wild Fauna and Flora. The CITES is an international agreement between governments, which aims to ensure that international trade in specimens of wild animals and plants does not threaten their survival.
- You must refuse to carry packages or objects received from unknown persons in your 1.7 Checked Baggage including hand Baggage.

2. Right to Refuse Carriage

- We may refuse carriage as Baggage of such items described in Sub Article 1 of this Article 2.1 as are prohibited from carriage as Baggage and may refuse further carriage of any such items on discovery thereof.
- We may refuse to carry as Baggage any item because of its size, shape, weight or 2.2 character.
- Unless advance arrangements for its carriage have been made with us, we may carry on 2.3 later flights Baggage, which is in excess of the applicable free allowances.
- We may refuse to accept Baggage as Checked Baggage unless it is properly packed in 2.4 suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

3. Right of Search

- For reasons of safety and security, we will ask to search and screen you and search, screen 3.1 or x-ray your Baggage. We will always try to search, screen or x-ray your baggage when you are present. However if you are not available we may search your Baggage in your absence. If you do not allow us to carry out the necessary safety and security searches, screening and x-rays we will refuse to carry you and your baggage. In such an event we shall not be under any liability to you except to refund the Ticket value in accordance with Article 11.
- This right of search referred to in Sub-Article 3.1 does not impose an obligation on us, nor 3.2 does the right of search whether exercised or not, constitute our agreement either expressed or implied to carry an item within your Baggage which would otherwise be precluded from carriage under Sub-Articles 1 and 2 of this article.

4. **Checked Baggage**





- 4.1 Upon delivery to us of Baggage to be checked, we shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage.
- 4.2 If Baggage has no name, initials or other personal identification, you must affix such identification to the Baggage prior to acceptance.
- 4.3 In the absence of your declaration to the contrary at the time the baggage is checked, title to all the baggage and its contents will be deemed to be yours alone.
- 4.4 Checked Baggage will be carried on the same aircraft as you, unless we decide that this is impracticable, in which case we will carry the Checked Baggage on our next flight on which space is available.

5. Free Baggage Allowance

You may carry free of charge Baggage as specified and subject to the conditions and limitations in our regulations.

6. Excess Baggage

We reserve the right to refuse to carry Baggage in excess of the free Baggage allowance. Baggage in excess of the free Baggage allowance will be carried only at our discretion subject to space and weight limitation. You will pay a charge for the carriage of Baggage in excess of the free Baggage allowance at the rate and in the manner provided in our regulations.

7. Excess Value Declaration and Charge

- 7.1 If in accordance with our regulations at some locations we offer an excess valuation facility, you may declare a value for Checked Baggage in excess of the applicable liability limits. If you make such a declaration you will pay any applicable charges.
- 7.2 We will refuse to accept an excess value declaration on Checked Baggage when a portion of the carriage is to be provided by another Carrier, which does not offer the facility.

8. Unchecked Baggage (Baggage you carry on to the aircraft)

- 8.1 We set maximum dimensions and weights for unchecked Baggage. The item must fit under the seat in front of you or fit in an enclosed storage compartment in the cabin. Items we determine to be of excessive weight or size will not be permitted in the cabin.
- 8.2 Objects, which in our opinion, are not suitable for transport in the Cargo compartment (such as but not limited to delicate musical instruments) will only be accepted for transportation in the cabin compartment if you gave us advanced notice and permission has been granted by us. You may have to pay a separate charge for this service.

9. Collection and Delivery of Baggage

- 9.1 You are required to collect your checked baggage as soon as it is made available for collection at your destination or Stopover.
- 9.2 Only the bearer of the Baggage Check and Baggage Identification Tag, delivered to the Passenger at the time the Baggage was checked, is entitled to claim delivery of Baggage. Failure to exhibit the Baggage Identification Tag will not prevent delivery provided the Baggage Check is produced and the Baggage is identified by other means.
- 9.3 If a person claiming the Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the bag to such person only on condition that he or she, establishes to our satisfaction his or her right thereto, and if





- required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery.
- 9.4 Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the Conditions of Contract. Should a customer notice that the baggage is damaged, then he/she must write and complain to the carrier immediately i.e. before leaving the arrival terminal, and, at the latest, within seven days from the date of
- Title in any Baggage, which is unclaimed after being in custody and in our possession for 90 9.5 days, shall be deemed to pass to us. We may make such arrangements for the disposal of Baggage and the proceeds of sale rising there from as we may consider appropriate.

10. **Animals**

- Animals such as dogs, cats, household birds and other pets, when properly crated and 10.1 accompanied by valid health and vaccination certificates, entry permits and other documents required by countries of entry or transit will, with our advance agreement, be accepted for carriage in the aircraft hold, subject to our regulations. The only exceptions are falcons and service dogs that shall be allowed to accompany the owner in the passenger cabin of the aircraft subject to conditions. Falcons will however be allowed only in the Economy Class cabin. For details on service dogs, please refer to Sub-Article 10.3 below and Article 18 of these Conditions of Carriage.
- If accepted as Baggage, the animal together with its container and food carried, shall not be 10.2 included in your free Baggage allowance of the Passenger but constitute excess Baggage, for which you will be obliged to pay the applicable rate.
- A service dog accompanying a disabled Passenger may be carried in the passenger cabin 10.3 free of charge, subject to the conditions set forth in Article 18 of these Conditions of Carriage. No animal other than a dog is permitted in the passenger cabin as a service animal (including psychiatric service animal).
- 10.4 Acceptance for carriage of animals is subject to the condition that You assume full responsibility for such animal. We shall not be liable for injury to or loss, delay, sickness, or death of such animal in the event that it is refused entry into or passage through any country, state or territory.
- 10.5 Without prejudice to Sub-Article 10.4 above, We shall be entitled to limit our liability, pursuant to the applicable Convention or to these Conditions of Carriage as the case may be, for injury to or loss, delay, sickness or death of any animal carried, by reference to the weight of the animal and the applicable limit of liability for Checked Baggage, Unchecked Baggage or cargo as the case may be.
- We are not liable to you for any loss you suffer because you do not have the health and 10.6 vaccination certificates, entry permits, transit permits, exit permits and or other documents needed for your animals. We reserve the right to claim from you any and or all fines, costs, charges, losses, or liabilities we have paid or suffered because you did not have these documents.

11. Items Removed from Passengers by Airport Security Personnel

We will not be responsible for, nor have any liability in respect of, items removed from you or your Baggage by airport security personnel acting in accordance with international or government





regulations, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to us.

12. Personal Belongings

We will not accept liability for damage to and or loss or destruction of any of your personal property in consequence of your leaving it unattended in any of our aircraft and or in any property, airport facilities or vehicles we use.

ARTICLE 10 - SCHEDULES, CANCELLATION OF FLIGHTS

1. **Schedules**

- We undertake to use our best efforts to carry you and your Baggage with reasonable 1.1 dispatch and to adhere to published schedules in effect on the date of travel, but no particular time is fixed for the commencement or completion of carriage, and times shown in timetables or elsewhere are approximate and not guaranteed, and do not form part of the Conditions of Contract. Schedules are subject to change without notice, and we assume no liability for making connections.
- We may without notice, substitute alternative carriers, or aircraft. 1.2
- Cancellation, Changes of Schedule etc. 2.
- If we cancel or delay a flight, are unable to provide previously confirmed space, fail to stop 2.1 at a Passenger stopover or destination point, or cause you to miss a connecting flight on which you hold a reservation, we shall either:
 - Carry you on another of our scheduled Passenger services on which space (i) is available; or
 - Re-route you to the destination indicated on the Ticket or applicable portion (ii) thereof by our own scheduled services or the scheduled services of another carrier, or by means of surface transportation. If the sum of the fare, excess Baggage charge and any applicable service charge for the revised routing is higher than the refund value of the Ticket or applicable portion thereof, we will not require additional fare or charges from you and will refund the difference if the fare and charge for the revised routing are lower; or
 - Make a refund in accordance with the provisions of Article 11 and shall be (iii) under no further liability to you.
- Upon the occurrence of any of the events set out in Article 10.2.1 except as otherwise 2.2 provided by the applicable Convention, the options outlined in Article 10.2.1(i) through 10.2.1(iii) are the sole and exclusive remedies available to you and we shall have no further liability to you.

Seats for Confirmed Reservations 3.

We make every effort to provide seats for which confirmed reservations have been made but no absolute guarantee of availability is denoted by the expressions "reservation", "confirmed", "status OK" and the timings attached to them.

Denied Boarding Compensation 4.





If we are unable to provide previously confirmed space, we shall provide compensation to those passengers denied boarding in accordance with the applicable Convention and or applicable law and or our denied boarding compensation scheme as set out in our regulations.

Liability of Carrier for Errors or Omissions 5.

Except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, we shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by our employees, agents or representatives as to the dates or times of departure or arrival or as to the operation of any flight.

ARTICLE 11 -REFUNDS

1. General

Following our failure to provide carriage in accordance with the Conditions of Contract, or where you request a voluntary change of your arrangements, refund for an unused Ticket or portion thereof will be made by us in accordance with this Article and with our regulations.

Person to Whom Refund Will Be Made 2.

- 2.1 Except as hereinafter provided in this Sub-Article, we shall be entitled to make refund either to the person named on the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof of such payment.
- If a ticket has been paid for by a person other than the Passenger named in the 2.2 Ticket and we have indicated on the ticket that there is a restriction on refund, we will make a refund only to the person paying for the Ticket or to that person's order.
- 2.3 Except in the case of lost tickets, refunds will only be made on surrender to us of the Passenger Coupon or Passenger Receipt and surrender of all unused Flight Coupons.
- A refund made to anyone presenting the Passenger Coupon or Passenger Receipt 2.4 and all unused Flight Coupons and holding himself or herself out as a person to whom the refund may be made under Sub-Articles 2.1 or 2.2 of this Article shall be deemed a proper refund and will discharge us from liability and any further claim for refund.

3. **Involuntary Refunds**

If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at a point to which the Passenger is destined or ticketed to stopover, are unable to provide previously confirmed space or cause you to miss a connecting flight on which you hold a reservation, the amount of refund will be:

- If no portion of the Ticket has been used, the amount equal to the fare paid. 3.1
- If a portion of the Ticket has been used, the refund will be the higher of: 3.2
 - The one way fare (less applicable discounts and charges) from point of (i) interruption to destination or point of next Stopover, or
 - The difference between the fare paid and the fare for the transportation used. (ii)





4. **Voluntary Refunds**

If you wish to have a refund of your Ticket for reasons other than those set out in Sub-Article 3 of this Article it will be at our sole discretion to determine the refund, the amount of which shall be:

- 1) If no portion of the Ticket has been used, an amount equal to the fare paid, less 4.1 any applicable service charges, cancellation fees, date change fees and noshow fees; or
 - 2) If a portion of the Ticket has been used, any refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any applicable service charges, cancellation fees, date change fees and no-show fees.

5. **Refund of Lost Ticket**

If a Ticket or portion thereof, or a card used for issuance of an electronic ticket is lost, refund will be made on proof of loss satisfactory to us and upon payment of any applicable service charges, provided that

- The lost Ticket, or portion thereof, has not been used, previously refunded or (a) replaced, and
- The person to whom the refund is made undertakes, in such form as may be (b) prescribed by us, to repay to us the amount refunded in the event and to the extent that the lost Ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the Ticket.
- If we or our Authorized Agent lose the ticket or a portion of it, the loss will be our (c) responsibility.

6. Right to Refuse Refund

- 6.1 After the expiry of the validity of the Ticket, we may refuse refund when your application is made later than the time prescribed in our regulations.
- We may refuse refund on a Ticket, which has been presented to us or to government 6.2 officials as evidence of intention to depart from that country unless you establish to our satisfaction that you have permission to remain in the Country or that you will depart by another Carrier or another means of transport.

7. Currency

All refunds will be subject to government laws, rules and regulations or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency in accordance with our regulations.

8. By Whom Ticket Refundable

Voluntary refunds will be made only by the Carrier, which originally issued the Ticket or by its agent if so authorized.

9. **Charter Ticket Non Refundable**





Charter Tickets used as part of inclusive tour holidays are not refundable by us in any circumstances.

10. Refund to Credit Cards Accounts

Refund due on tickets paid for with a credit card can only be credited to the credit card account used for the original purchase. The refundable amount to be paid by us will be in accordance with the rules within this article only on the basis of the amount and the currency entered in the ticket. The refundable amount to be credited to the credit card account of the card owner can vary from the originally debited amount by the credit card company for the ticket due to differences in rates of currency conversion. Such variations do not entitle the recipient of the refund to claim against us.

ARTICLE 12 - CONDUCT ABOARD AIRCRAFT

1. Unacceptable behavior

If in our reasonable opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption or behave in a manner to which other Passengers may reasonably object, we may take such measures as we deem necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.

2. Payment of diversion costs

If as a result of your behaviour, we divert the aircraft to an unscheduled place of destination and you are disembarked from the aircraft, we reserve the right to claim from you all the reasonable and proper costs of the diversion including but not limited to air traffic control charges, diversion fuel costs, airport landing charges and necessary flight crew costs.

3. Using electronic Devices onboard the Aircraft

For safety reasons we may forbid or limit operation aboard the aircraft of electronic equipment including but not limited to portable radios, CD players, electronic games or transmitting devices including mobile telephones, radio controlled toys and walking-talkies. You must not operate any other electronic devices on board without our permission, except that portable recorders, hearing aids and heart pacemakers may be used.

Non-smoking flights 4.

All Qatar Airways flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft.

ARTICLE 13 - ARRANGEMENTS BY CARRIER

If we make arrangements for you with any third party to provide any services other than carriage by air or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply. If we are also





providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us on request.

ARTICLE 14 - ADMINISTRATIVE FORMALITIES

1. General

You are solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with our regulations and instructions. We shall not be liable for any aid or information given by our agents or employee to you in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands and requirements, whether given in writing or otherwise; or for the consequences to you resulting from your failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements.

2. **Travel Documents**

Prior to travel you are required to present all exit, entry, health and other documents required by laws, regulations, orders, demands and requirements of the countries concerned and permit us to take and retain copies thereof. We reserve the right to refuse your carriage if you have not complied with applicable laws, regulations, orders, demands and requirements or your documents do not appear to be in order, or if you do not permit us to take and retain copies thereof.

3. **Refusal of Entry**

You agree to pay the applicable fare whenever we, on government order, are required to take you to your point of origin or elsewhere, owing to your inadmissibility into a country, whether of transit or of destination. We may apply to the payment of such fare any funds paid to us for unused Carriage, or any of your funds in our possession. We will not refund the fare collected for carriage to the point of refusal of entry or deportation.

4. Passenger Responsible for Fines, Detention Costs etc.

If we are required to pay or deposit any fine or penalty or incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands and requirements of the countries concerned or to produce the required documents, you will on demand reimburse to us, any amount so paid or deposited and any expenditure so incurred. We may use towards such expenditure any funds paid to us for unused carriage, or any of your funds in our possession

5. **Customs Inspection**

If required, you will attend inspection of your Checked Baggage or Unchecked Baggage by customs or other government officials. We are not liable to you for any loss or damage suffered by you through failure to comply with this requirement.

6. **Security Inspection**

You are required to submit to any security checks by government or airport officials or by us. For Brazil, your access to the security restricted area will be denied, as well as boarding the aircraft, in the event of refusal to submit to civil aviation security inspection under the responsibility of the aerodrome operator, or if in possession of materials which are considered prohibited.

Qatar Airways Conditions of Carriage for Passengers and Baggage Page 24





ARTICLE 15 - SUCCESSIVE CARRIERS

Carriage to be performed by several successive Carriers under one Ticket or under a Ticket and any Conjunction Ticket in connection therewith is regarded as a single operation.

ARTICLE 16 - LIABILITY FOR DAMAGE

- **Death and Personal Injury of Passengers** I.
- Subject to Sub-Articles 2 and 3 below, carriage hereunder is subject to the rules and 1. limitations relating to liability established by the applicable Convention unless such carriage is not carriage by air and or is not international carriage to which the Conventions apply.
- (i) Subject to Sub-Articles 2(ii) to 2(iv) below, for any proven damages up to and including 2. the applicable Convention limit of liability, which is 128,821 SDR where the Montreal Convention is applicable, we shall not exclude or limit our liability.
 - (ii) Notwithstanding the provisions of Sub-Article 2(i) above, if we prove that the damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, we may be exonerated wholly or partly from our liability in accordance with applicable law.
 - (iii) To the extent that damages under this Sub-Article may potentially exceed applicable Convention limit of liability they will be limited to the applicable Convention limit of liability if we prove that the damage was not due to the negligence or other wrongful act or omission of us, or our agents, or that the damage was solely due to the negligence or other wrongful act or omission of a third party.
 - (iv) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition unless caused by an accident, as defined in the Convention, during the course of embarkation, disembarkation or during the course of carriage by air.
- We shall without delay, and in any event not later than twenty one (21) days or any 3. shorter period prescribed by applicable law, after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.
 - (ii) Without prejudice to Sub-Article 3(i) above, an advance payment shall not be less than 16,000 SDR per Passenger in the event of death.
 - An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except in the cases prescribed in Sub-Article 2(iii) above or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.
- In carriage which is not by air and or which is not international carriage to which the 4. Conventions apply:





- (i) We shall be liable for damage to you and or your Checked Baggage only if such damage has been caused by our negligence. If there has been contributory negligence on your part, our liability shall be subject to the applicable law relating to contributory negligence.
- (ii) Except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result,
 - (a) Our liability with respect to you for death, wounding or other bodily injury shall be limited to the sum of 16,600 SDR provided that if, in accordance with applicable law, a different limit of liability is applicable such different limit shall apply.
 - (b) We shall be under no liability in respect of delay except as provided in the applicable Convention, these Conditions of Carriage and or applicable law.

II. General

To the extent not in conflict with foregoing and whether or not the Convention applies:

- (i) We are liable only for damage occurring on our own flights. If we issue a Ticket or check Baggage over the lines of another Carrier we do so only as agent for such other Carrier. Nevertheless, with respect to Checked Baggage you also have a right of action against the first or last Carrier, where the carriage is, in accordance with these conditions, considered to be a single operation.
- (ii) We are not liable for damage arising from our compliance with any laws or government regulations, or from your failure to comply with the same.
- (iii) We are not liable for consequential or indirect damages.
- (iv) If a Passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, we shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.
- (v) Any exclusion or limitation of liability available to us shall apply to and be for the benefit of our employees, agents and representatives and any person whose aircraft is used by us our employees' agents and representatives. The aggregate amount recoverable from us our employees, agents and representatives and from such other persons and or their employees, agents and representatives shall not exceed the amount of our limit of liability.
- (vi) Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of our liability under the applicable Conventions or applicable laws.
- (vii) A Special Agreement is applicable to carriage to, from, or with an agreed Stopping Place in the United States of America (see applicable US tariffs.) Qatar Airways shall avail itself of the limitation of liability provided in the Convention. However, in accordance with Article 22 (1) of the Convention, We and certain other Carriers agree that as to all international carriage by such Carriers to which the Convention applies





and which according to the Conditions of Contract includes a point in the United States of America as a point of origin, a point of destination or Agreed Stopping Place:

- The limit of liability for each Passenger for death, wounding or (a) other bodily injury shall be the sum of US\$ 75,000 inclusive of legal fees and costs except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$58,000 exclusive of legal fees and costs.
- Such Carriers shall not, with respect to any claim arising out of the (b) death, wounding or other bodily injury of a Passenger, avail themselves of any defense under Article 20(1) of the Convention.

Nothing herein shall be deemed to affect the rights and liabilities, of such Carriers with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage, which resulted in death, wounding or other bodily injury of a Passenger.

The names of Carriers party to the agreement referred to in Article 16 of these Conditions of Carriage are available at all Ticket offices of such Carriers and may be examined on request. Each of such Carriers has entered into the said agreement solely on its own behalf and with respect to carriage performed by it and has not thereby imposed any liability on any other Carrier with respect to the portion of the carriage performed by such other Carrier or assumed liability with respect to the portion of the carriage performed by such other Carrier.

- Except as may be specifically provided otherwise in these Conditions of Carriage or (viii) by applicable law we shall be liable to you only for recoverable compensatory damages for proven losses.
- Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our (ix) liability or any defense available to us under the Convention or applicable laws unless otherwise expressly stated.
- (x) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defense available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a passenger.

III. Baggage

- We are not liable for damage to Unchecked Baggage unless such damage is caused (i) by our negligence or the negligence of our agents.
- We are not liable if the damage resulted from inherent defect quality or vice of the (ii) baggage. If there has been contributory negligence on your part, our liability shall be subject to the applicable law relating to contributory negligence.
- (iii) Our liability for provable damage to or loss of Baggage in accordance with applicable Conventions is as follows:





Where the applicable Warsaw Convention applies: (a)

Our liability in the case of Checked Baggage shall be limited to US\$ 20 or 17 SDR or equivalent in local currency per kilogram and in the case of damage to Unchecked Baggage shall be limited to US\$400 or 332 SDR or equivalent in local currency or per Passenger, provided that if the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free Baggage allowance for the class of service concerned, as provided in Carrier's Regulations. Where no such free Baggage allowance is specified in Carrier's Regulations and no weight has been recorded a maximum of 32 Kilograms is presumed. Where a Passenger's Baggage allowance is determined by reference to the number of items of Baggage rather than the weight of items and no weight has been recorded a maximum weight of 32 Kilograms per item of Checked Baggage up to a maximum of two items of Baggage is presumed for each adult Passenger and for each child paying at least 50% of the normal adult fare. In the case of an infant who is not entitled to a separate seat, the presumed maximum weight shall be 20 Kilograms for a maximum of one item of Checked Baggage. If in the case of Checked Baggage higher value is declared pursuant to Sub- Article 7 of Article 9, our liability shall be limited to such higher declared value.

Where the Montreal Convention applies (b)

Our maximum liability is limited to the local currency equivalent of 1,288 SDR per Passenger for loss, damage or delay of Checked Baggage and Unchecked Baggage. You will be responsible for proving the actual value of your loss.

Except to the extent inconsistent with the Warsaw Convention or Montreal Convention (where applicable), we assume no liability for preexisting damage to baggage or for wear and tear resulting from ordinary handling of baggage, including but not limited to minor cuts, scratches, scuffs, dents, punctures, marks or soil.

- If, in accordance with applicable law, different limits of liability are applicable (c) such different limits apply.
- The maximum limits of liability stated in Article 16 Sub-Article III (iii) (a) and (b) (iv) above shall not apply if it is proved the damage resulted from an act or omission done by us, or our agents, with intent to cause damage or recklessly and with the knowledge that damage would probably result provided that in the case of our agent they were acting in the scope of their employment.
- If you complete a special declaration of higher value at check-in and pay the (v) applicable fee, our liability shall be limited to the higher declared value subject to proof of loss.
- We are not liable for injury to you or for damage to your Baggage caused by property (vi) contained in your Baggage. You are responsible for any damage caused by your Baggage to other people and property, including our property. Any





Passenger whose property causes injury to another person or damage to our or another person's property shall indemnify us for all losses and expenses incurred by us as a result thereof.

(vii) Article 9, Sub-Article 1 stipulates items which are unacceptable in your Checked Baggage. We are not liable in any way for damage to or loss of such unacceptable items. These items include fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents, or passports and other identification documents. In the event of any claim for damage, delay or loss, we reserve the right to avail ourself of all defences of contributory negligence specified in the Conventions or pursuant to the applicable law.

(viii) FOR BAGGAGE CARRIED ON INTERNATIONAL FLIGHTS OPERATED BY CARRIER FROM BRAZIL ONLY

If you are a permanent resident of Brazil and your Baggage is lost while you are outside of your domicile, we will reimburse you for emergency expenses (personal hygiene items, basic or essential pieces of clothing) up to the following amounts:

- a) USD 75.00 per day, if traveling in business class, up to a limit of three (3) days; and
- b) USD 50.00 per day, if traveling in economy class, up to a limit of 3 (three) days.

The reimbursement of emergency expenses may be deducted from any amounts payable to you under any other provision of this **Article 16 (III) Baggage**. To obtain such assistance, you must submit the form online via https://www.qatarairways.com/en/baggage/mishandled.html or at the airport.

IV. Delay in Carriage of Passengers

- (i) Where the Montreal Convention applies, the limits of liability as a result of delay to your journey are 5,346 SDR per passenger only, unless we can prove that we and our servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible to take such measures.
- (ii) The maximum limits of liability stated in Article 16 Sub-Article IV above shall not apply if it is proved the damage resulted from an act or omission done by us, or our agents, with intent to cause damage or recklessly and with the knowledge that damage would probably result provided that in the case of our agent they were acting in the scope of their employment.

ARTICLE 17 - TIME LIMITATION ON CLAIMS AND ACTIONS

1. Time Limitation on Claims

No action shall lie in the case of damage to Checked Baggage unless the person entitled to delivery complains to us forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt; and in the case of delay, unless the complaint is made within 21 days from





the date on which the Baggage has been placed at your disposal. Every complaint must be made in writing and dispatched within the time aforesaid.

2. Time Limitation on Actions

Any right to damage shall be extinguished if an action has not been brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

ARTICLE 18 - OTHER CONDITIONS

- 18.1 Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by Qatar Airways related to operational safety, punctuality and passenger convenience. These regulations and conditions as varied from time to time are important. They concern amongst other things: the carriage of unaccompanied minors, disabled passengers, pregnant women, sick passengers, restrictions on the use of electronic devices and items, transportation of certain dangerous articles and the onboard consumption of alcoholic beverages and smoking materials. Regulations concerning these matters are available from us upon request.
- 18.2 We allow up to two (2) service dogs (including, psychiatric service dogs) in the passenger cabin of a Qatar Airways flight (without being permitted to occupy a seat), free of charge, to accompany a passenger with disabilities on certain routes as detailed below:
 - a) United States of America
 - b) Canada
 - c) EU Member States
 - d) UK (Psychiatric Dogs will be carried as manifested cargo and are not permitted within the passenger cabin on flights to/from the UK).
 - e) Switzerland
 - f) Brazil
 - g) Australia
 - h) India
 - i) Switzerland
 - j) Georgia

On all other routes, service dogs (including psychiatric service dogs) will be accepted free of charge as checked baggage within the aircraft hold.

18.3 The number of service dogs that will be allowed, notification that you will be accompanied by a service dog and the applicable local requirements and regulations (including documentation) for transporting service dogs, (including psychiatric service dogs) varies depending on your flight route. Please refer to our website www.qatarairways.com.qa for specific details depending on your location. If You fail to provide the required documentation, your service dog will not be allowed to be carried in the passenger cabin. We will carry your service dog in the cargo compartment on that flight free of charge, provided You furnish a suitable kennel and that there is space available.





- 18.4 We may need to change your seat location if necessary to ensure that your service dog does not obstruct an aisle or other area, such as an exit row, that must remain unobstructed to facilitate an emergency evacuation.
- 18.5 As the requirements for transporting each type of service dog differ, our staff may ask certain questions to determine the classification applicable to your service dog. You must check in at least one (1) hour prior to our published standard check-in times regardless of the type of service dog.
- 18.6 The following conditions apply with respect to carriage of a service dog:
 - (a) You must notify Us at least forty-eight (48) hours before the scheduled departure of your flight that You intend to be accompanied by a service dog.
 - (b) You must provide evidence either at the time of reservation or at the time of check-in at the airport that the accompanying dog is a service dog, is fully trained (e.g. an identification card, other written documentation or tag).; and
 - (c) You must provide other certification(s) by the service dog's licensed veterinarian and current vaccination record.
 - (d) For flights to/from the United States of America:
 - i. Paragraph 18.6 (a) is applicable only if your flight segment is scheduled to take eight hours (8) or more;
 - ii. Paragraph 18.6 (b) shall not apply;
 - iii. You must provide the US DOT's Service Animal Transportation Form on the date of travel attesting to your service dog's health, behavior and training,
 - iv. You must provide the US DOT's Relief Attestation Form if your flight segment is scheduled to take eight (8) hours or more, attesting that the service animal can either not relieve itself, or can relieve itself in a sanitary manner.
 - v. If your flight is booked less than forty-eight (48) hours in advance of travel, You may provide the US DOT's Service Animal Transportation Form or the date of travel attesting to your service dog's health, behavior and training, and the US DOT's Relief Attestation Form at the departure gate on the date of travel.
- 18.7 The following conditions apply with respect to carriage of a psychiatric service dog:
 - (a) You must notify Us at least forty-eight (48) hours before the scheduled departure of your flight that You intend to be accompanied by a psychiatric service dog regardless of the length of your flight;
 - (b) You must provide evidence either at the time of reservation or at the time of check-in at the airport that the accompanying dog is a service dog, is fully trained and is at least four (4) months old (e.g. an identification card, other written documentation or tag). This is not applicable if You are travelling on a Qatar Airways operated flight to or from the United States of America;





- (c) You must provide other certifications by the service dog's licensed veterinarian and current vaccination record; and
- (d) Signed certification, no older than one (1) year from the date of the scheduled flight, from a licensed mental health professional (such as a psychiatrist, a psychologist, or a licensed clinical social worker), on that professional's letterhead, stating the following:
 - (i) You need a psychiatric service dog as an accommodation for your air travel and/or for activity at your destination; (ii) the documentation is being provided by a licensed mental health professional and the passenger is under the care of such professional; and (iii) the date and type of the mental health professional's license on the jurisdiction in which it was issued.
- (e) For Flights to and from the United States of America:
 - (i) You are required to check-in one (1) hour prior to the standard check-in time;
 - (ii) Paragraphs 18.7(b) and (d) shall not apply;
 - (iii) You must provide the US DOT's Relief Attestation Form if your flight segment is scheduled to take eight (8) hours or more, attesting that the service animal can either not relieve itself, or can relieve itself in a sanitary manner.
 - (iv) If your flight is booked less than forty-eight (48) hours in advance of travel, You may provide the US DOT's Service Animal Transportation Form or the date of travel attesting to your service dog's health, behavior and training, and the US DOT's Relief Attestation Form at the departure gate on the date of travel.
- 18.8 It is your responsibility to ensure that your service dog (including, or psychiatric service dog) does not engage in any threatening or disruptive behavior at the gate or on the aircraft, such as growling, snarling, lunging at, or attempting to bite another person. We are entitled to require your service dog (including psychiatric service dog) to be harnessed, leashed or otherwise tethered in areas of the airports owned, leased or controlled by Us and on the aircraft. If Your service dog including psychiatric service dog) engages in such behavior, We may need to place the service dog (including psychiatric service dog) in the cargo compartment, at no additional cost to you, provided you furnish a suitable kennel and there is space available.

ARTICLE 19 - INTERPRETATION

The title of each article of these Conditions of Carriage is for convenience only and is not to be used for interpretation of the text.

ARTICLE 20 - MODIFICATION AND WAIVER

No employee, agent or representatives of Carrier has authority to alter, modify or waive any provision of these Conditions of Carriage.

EXHIBIT J

Date of Expense	Expense Description	<u>Amount</u>
7/11/24	American Airlines Ticket Part 1	\$857.80
7/11/24	American Airlines Ticket Part 2	\$355.00
7/11/24	American Airlines 2nd Checked Bag	\$100.00
7/29/24	Embassy Suites Room and Meals to collect bags from Dulles	\$527.40
7/29/24	PMC Paid Parking	\$11.00
7/29/24	Parking	\$45.00
7/29/24	Mileage RIC - IAD 239 miles \$.67 / mi	\$160.13
7/29/24	Bag 1 Replacement	\$100.00
7/29/24	Bag 2 Replacement	\$100.00
7/30/24	IAD Dulles Pay and Go (parking)	\$39.00
	TOTAL CLAIM FOR ACTUAL DAMAGES	\$2,295.33

EXHIBIT J

07/30/24

07/30/24

07/30/24

07/29/24

07/29/24

07/29/24

07/29/24

07/29/24

07/26/24

07/26/24

07/26/24

07/26/24 PURCHASE AUTHORIZED ON

07/24 IAD DULLES PAY AND DULLES VA S464207070047991

CARD 9793

07/25/24









\$39.00





Your parking receipt

1 message

noreply@notifications.parkingmgt.com <noreply@notifications.parkingmgt.com> To: brettzwerdling@gmail.com

Mon, Jul 29, 2024 at 10:04 PM



Parking Receipt

Thank you for parking with PMC.

Embassy Suites Dulles Airport

Total	\$11.00
Sales Tax (0%)	\$0.00
Service Charges	\$1.00
Parking Charges	\$10.00
Total Parking Time	01:00:00
Start	7/29/24, 10:04 pm

Transactions

Case 3:25-cv-00351-REP

Document 1-2 Filed 05/08/25

EMBASSY SUITES by Hilton Page 93 of 99 Page D# 106

Inited SEXFIBIT J

TELEPHONE 703-464-0200 • FAX 703/464-0210

Reservations

www.embassysuites.com or 1 800 EMBASSY

610/NKSP

ZWERDLING, BRETT

RICHMOND VA 23226

DLING, BRETT Room No:

Arrival Date: 1702 TREBOY AVE Departure Dr.

Departure Date: Adult/Child: 7/29/2024 9:26:00 PM 7/31/2024 12:27:00 PM

ult/Child: 2/0

Cashier ID: AELIAS10
Room Rate: 199.00

AL:

HH# 1930836364 BLUE

VAT#

Folio No/Che 753585 A

Confirmation Number: 84366133

UNITED STATES OF AMERICA

EMBASSY SUITES DULLES AIRPORT 7/31/2024 12:27:00 PM

DATE	REF NO	DESCRIPTION	CHARGES
7/29/2024	3248756	MARTY'S - Dinner	\$61.00
7/29/2024	3248757	MARTY'S - Food Tax	\$3,66
7/29/2024	3248758	MARTY'S - Banquet Tips	\$13.00
7/29/2024	3248881	GUEST ROOM	\$199.00
7/29/2024	3248881	STATE TAX	\$11,94
7/29/2024	3248881	OCCUPANCY TAX	\$13.93
7/30/2024	3248964	EARLY DEPARTURE FEE	\$199.00
7/30/2024	3248964	STATE TAX	\$11.94
7/30/2024	3248964	OCCUPANCY TAX	\$13.93
7/31/2024	3249256	VS *6655	(\$527.40)
		REF=0000753585-00901279 CHIP	(4027.70)
		05	
		Application Label: CAPITAL ONE VISA	
		TC: CFC68C6F46B49BCE	
		TVR: 0080008000	
		AID: A0000000031010	
		BALANCE	\$0.00

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CREDIT CARD DETAIL

 APPR CODE
 06252B

 CARD NUMBER
 VS *6655

 TRANSACTION ID
 3249256

MERCHANT ID EXP DATE TRANS TYPE

23205910011 06/28

Sale